

UNITED STATES DISTRICT COURT
IN THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DAMITA C. JOHNSON EL BEY, f/k/a
Damita Collette Johnson,

Plaintiff,

Case No.

Honorable

v.

BANK OF AMERICA N.A., d/b/a BAC
Home Loans Servicing, LP; THE BANK OF
NEW YORK MELLON; and MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS, INC.,

Defendants.

NOTICE OF REMOVAL FROM STATE COURT

PURSUANT TO 28 U.S.C. §§ 1332, 1441, AND 1446, PLEASE TAKE NOTICE that by the filing of this Notice of Removal with the Clerk of the United States District Court for the Southern Division of the Eastern District of Michigan, Defendants Bank of America, N.A. ("BANA"); The Bank of New York Mellon, as Trustee for the Certificate Holders of CWABS 2004-05 (the "Trustee"),¹ and Mortgage Electronic Registration Systems, Inc. ("MERS") hereby remove the above-captioned action currently pending in the Third Judicial Circuit Court of Wayne County, Michigan to the United States District Court for the Southern Division of the Eastern District of Michigan. As grounds for removal, Defendants state as follows:

¹ Not only did Plaintiff improperly join the Trustee in this action (insofar as it is not involved with Plaintiff's mortgage loan in any way), but she also improperly designated "The Bank of New York Mellon" as a Defendant, without specifying its role as a Trustee. In either case, the Trustee joins in removing this matter.

1. On or about April 15, 2013, Plaintiff filed an action in the Third Judicial Circuit Court of Wayne County, Michigan, entitled *Damita C. Johnson El Bey f.k.a. Damita Collette Johnson v. Bank of America, N.A., et al.*, Case No. 13-004987-CH (the "State Court Action").

2. Pursuant to 28 U.S.C. § 1446(a), a complete copy of the complaint filed in the State Court Action is attached hereto as **Exhibit 1**.

3. Defendant MERS was served with the Summons and Complaint on April 17, 2013 and the Defendant Trustee was served on April 23, 2013. Although it is unclear if Defendant BANA was served, it received a copy of the Complaint on or about April 22, 2013.

4. Accordingly, pursuant to 28 U.S.C. § 1446(b), this Notice of Removal is timely because it has been filed within 30 days after Defendants received the Summons and Complaint.

5. This Court is the district and division "embracing the place where [the State Court] action is pending." 28 U.S.C. § 1441(a). The Third Judicial Circuit Court of Wayne County, Michigan is located in the Southern Division of the Eastern District of Michigan. 28 U.S.C. § 102(a)(1).

DIVERSITY JURISDICTION EXISTS

6. This action is removable to this Court under 28 U.S.C § 1441(a) because it is a civil action over which this Court has original diversity jurisdiction under 28 U.S.C § 1332. In particular, this is an action between citizens of different states and the amount in controversy exceeds the sum or value of \$75,000.00, exclusive of interest, costs and attorney fees.

7. Plaintiff. For purposes of diversity jurisdiction, a person is a citizen of the state in which he or she is domiciled. *Newman-Green, Inc. v. Alfonzo-Larrain*, 490 U.S. 826, 828 (1989). "[D]omicile is established by physical presence in a place in connection with a certain state of mind concerning one's intent to remain there." *Mississippi Band of Choctaw Indians v. Holyfield*, 490 U.S. 30, 48 (1989). Here, Plaintiff is a resident of Wayne County, Michigan. (*See*

Compl. (Ex. 1) at 3 ¶ 1.) Plaintiff does not allege that she has any intention of leaving Michigan. (*See id.*) Therefore, upon information and belief, Plaintiff is domiciled in the State of Michigan.

8. Bank of America, N.A. Effective on July 1, 2011, BAC Home Loans Servicing, LP merged into BANA. The surviving entity, BANA, was and is a national banking association. For purposes of diversity jurisdiction, a national banking association is deemed to be a citizen of the state in which it is located. 28 U.S.C. § 1348. A national banking association is “located” in the “State designated in its articles of association as its main office.” *Wachovia Bank v. Schmidt*, 546 U.S. 303, 318 (2006). According to its Articles of Association, BANA’s main office is in the City of Charlotte, State of North Carolina. (*See also* Ex. 1, Compl. ¶ 4.) Thus, BANA is not and has never been a citizen of the State of Michigan, within the meaning of 28 U.S.C. § 1332(c).

9. Bank of New York Mellon, as Trustee: As discussed in Note 1, *supra*, not only did Plaintiff improperly join the Trustee in this action, she also improperly designated it as “The Bank of New York Mellon” without clarifying its role as a Trustee. In any event, Bank of New York Mellon is a state-chartered banking association of the State of New York, with its principal office in New York, New York. For diversity purposes, a state-chartered banking associations is a citizen of the state(s) where it is located. *Wachovia Bank*, 546 U.S. at 306-07. Consequently, the Defendant Trustee is a citizen of New York within meaning of 28 U.S.C. § 1332(c).

10. Mortgage Electronic Registration Systems, Inc.: MERS is a Delaware corporation with its principal place of business located in the State of Virginia. A corporation is deemed a citizen of its state of incorporation and the state of its principal place of business. 28 U.S.C. § 1332(c)(1). Therefore, MERS is a citizen of the State of Virginia and Delaware for

purposes of determining diversity.

11. Thus, complete diversity exists because Plaintiff is a citizen of Michigan and Defendants are citizens of North Carolina, New York, Virginia, and Delaware.

12. Pursuant to 28 U.S.C. § 1332(a), the amount in controversy exceeds the sum or value of \$75,000.00, exclusive of interest, costs and attorneys fees. Exclusive of interest and costs, Plaintiff's claim for damages exceeds \$75,000.00 for the following reasons:

- A. Consistent with state court practices, Plaintiff's Complaint does not specify the sum sought as damages.
- B. Nevertheless, Plaintiff seeks declaratory and injunctive relief invalidating a mortgage loan she obtained in the amount of \$79,068, secured by a mortgage against property located at 18945 Fielding, Detroit, Michigan (the "Property"). (See Mortgage of 5/2/2008 and Note of 5/2/2008, copies of which are attached hereto as **Exhibits 2 and 3**).² In particular, Plaintiff brings this action to disclaim any interest in the Property through the underlying mortgage and note. (See Compl. ¶¶ 6, 21-22, and 25-28.);
- C. Moreover, Plaintiff also seeks declaratory and injunctive relief seeking aside and expunge a November 1, 2012 sheriff's sale of the Property to BANA in the amount of \$103,599.09. (Compl. ¶¶ 38-42; see also Sheriff's Deed of 11/1/2012 (a copy of which is attached hereto as **Exhibit 4**); Compl. Ex. B2)
- D. While BANA denies the allegations in Plaintiffs' Complaint, and denies any liability to Plaintiffs whatsoever, if those allegations are proven to be true, the amount in controversy exceeds the sum or value of \$75,000.00, exclusive of interest, costs and attorneys fees, because Plaintiff seeks, among other things, injunctive and equitable relief in the form of barring Defendants from enforcing Plaintiff's \$79,068 note and expunging the \$103,599.09 sheriff's sale of the Property to BANA. See *Cohn v. Petsmart*, 281 F.3d 837, 840 (9th Cir. 2002) (holding that "[i]n actions seeking declaratory or injunctive relief, it is well established that the amount in controversy is measured by the value of the object of the litigation").

² A document that is not formally incorporated by reference or attached to a complaint may still be considered part of the pleadings when the "document is referred to in the complaint and is central to the plaintiff's claim." *Greenberg v. Life Ins. Co. of Va.*, 177 F.3d 507, 514 (6th Cir. 1999). Because Plaintiff's Complaint repeatedly refers to competing interests in the Property through the Mortgage, Note, and resulting Sheriff's Deed, the Court should consider the Mortgage, Note, and Sheriff's Deed as a part of the pleadings.

13. A Notice of Filing of Removal and a copy of this Notice of Removal from State Court will be filed with the Third Judicial Circuit Court of Wayne County, Michigan as required by 28 U.S.C. § 1446(d). (*See Exhibit 5.*) Copies of the same will be served upon all counsel of record upon the filing of this Notice.

THEREFORE, Defendants Bank of America, N.A., The Bank of New York Mellon, and Mortgage Electronic Registration Systems, Inc. hereby remove the State Court Action from the Third Judicial Circuit Court of Wayne County, Michigan, to this Court, and respectfully requests that the Court take jurisdiction of this civil action to the exclusion of any further proceedings in the State court.

DATE: May 15, 2013

Respectfully submitted,

BODMAN PLC

By: /s/ Brian C. Summerfield
Brian C. Summerfield (P57514)
Bodman PLC
Attorneys for Defendants
1901 St. Antoine Street
6th Floor at Ford Field
Detroit, Michigan 48226
(313) 393-7594

CERTIFICATE OF SERVICE

I hereby certify that on **May 15, 2013**, I electronically filed the foregoing paper with the Clerk of the Court using the ECF system, which will send notification of such filing to the following:

In addition, I served the foregoing paper via U.S. Mail to:

Damita C. Johnson El Bey
19845 Fielding
Detroit, MI 48219

/s/ Brian C. Summerfield

UNITED STATES DISTRICT COURT
IN THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DAMITA C. JOHNSON EL BEY, f/k/a
Damita Collette Johnson,

Plaintiff,

Case No.

v.

BANK OF AMERICA N.A., d/b/a BAC
Home Loans Servicing, LP; THE BANK OF
NEW YORK MELLON; and MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS, INC.,

Honorable

Defendants.

INDEX OF EXHIBITS

- Exhibit 1.** Complaint filed on 4/15/13
- Exhibit 2.** Mortgage of 5/2/2008
- Exhibit 3.** Note of 5/2/2008
- Exhibit 4.** Sheriff's Deed of 11/1/2012
- Exhibit 5.** Notice of Filing of Removal filed on 5/15/13

Exhibit 1

Third Judicial Circuit Court of Michigan

Wayne County

DAMITA C. JOHNSON EL BEY f.k.a.
DAMITA COLLETTE JOHNSON
Claimant/Plaintiff
[In Propria Persona]

Honorable

Case No. _____ -CH¹3-004987-CH

Action to Quiet Title

FILED IN MY OFFICE
WAYNE COUNTY CLERK

vs.

Date April 13, 2014/15/2013 4:04:43 PM
CATHY M. GARRETT

BANK OF AMERICA N.A. d.b.a. BAC HOME
LOANS SERVICING, LP; THE BANK OF NEW
YORK MELLON; MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS INC.

JURY DEMAND

Respondents/Defendants

**ACTION TO QUIET TITLE
MANDATORY JUDICIAL NOTICE**

All officers of this Court are hereby placed on notice under authority of the supremacy and equal protection clauses of the United States Constitution and I **Damita C. Johnson El Bey** appoint all presiding judges of the instant matter as fiduciaries pursuant to the aforementioned Constitution, the Powers of Appointments Act and the Common Law Authorities of *Haines v. Kerner* 404 U.S. 519 (1972), *Conley v. Gibson*, 355 U.S. 41 at 48 (1957), *Platsky v. C.I.A.* 953 F.2d. 25, *Anastasoff v. United States*, 223 F.3d 898 (8th Cir. 2000), *Argersinger v. Hamlin*, Sheriff 407 U.S. 425, *Davis v. Wechler*, 263 U.S. 22, 24; *Stromberb v. California*, 283 U.S. 359; *NAACP v. Alabama*, 375 U.S. 449, *Jenkins v. McKeithen*, 395 U.S. 411, 421 (1959); *Picking v. Pennsylvania R. Co.*, 151 Fed 2nd 240; *Pucket v. Cox*, 456 2nd 233. The Supreme Courts and lower federal and state courts have ruled consistently that a court judgment or general power to adjudicate is not valid without personal jurisdiction over the defendant. A defendant must voluntarily authorize the proceeding of jurisdiction [*Grover & Baker Machine Co. versus Radcliffe* 137 U.S. 287 (1890), *[Bwon vs. Flethcher's Estate* 210 U.S. 82 (1980)]. Respectfully, to establish **Personam jurisdiction** the court must prove its jurisdiction over a person whether it is a natural person (living being) or artificial person (fictitious entity or corporate citizen). A Court only gains personal jurisdiction by agreement (contract) whether oral, tacit, or written, by and through Citizenship/ Nationality within the jurisdiction of the government, or through location (address, domicile). I reserve my right to secure myself as a litigant in person [in propria persona] Sui juris or [in pro per/pro se] which right is protected by law per Supreme Court case *Faretta vs. California* 422 U.S. 806 (1975). **Damita C. Johnson El Bey** is a litigant [in propria persona] regardless of any deficiencies in his/her pleadings; ([in propria persona] litigants) are entitled to the opportunity as well as pro se litigants to submit evidence in support of their claims. In re *Platsky*; court errs if court dismisses the pro se litigant, without instruction of how pleadings are deficient and how to repair pleadings; **Damita C. Johnson El Bey** is an [in propria persona litigant]. In re *Anastasoff*; litigants' constitutional rights are violated when courts depart from precedent where parties are similarly situated. All litigants have a constitutional right to have their claims adjudicated according to the rule of precedent. See *Anastasoff v. United States*, 223 F. 3d 898 (8th Cir. 2000). "Indeed, no more than such (affidavits) is necessary to make the prima facie case." *United States v. Kis*, 658 F.2d, 526 (7th Cir. 1981).

28 U.S.C. § 453. Oaths of justices and judges: Each justice- or judge of the United States shall take the following oath or affirmation before performing the duties of his office: "I _____, do solemnly swear (or aft) that I will administer justice without respect to persons, and do equal right to the poor and to the rich, and that I will faithfully and impartially discharge and perform all the duties incumbent upon me as under the Constitution and laws of the United States, So help me God. "(June 25, 1948, c. 646, 62 Stat. 907; Dec. 1, 1990, Pub. L. 101-650, Title IV, § 404, 104 Stat. 5124.)

PURSUANT TO THE JUDICIAL CODE OF CONDUCT OF THIS STATE: According to **CANON 2** of the Michigan Judicial Code of Conduct it is unlawful for a judge to have impropriety. As enunciated in **Caperton v Massey**, ____ US ____; 129 S Ct 2252; 173 L Ed 2d 1208 (2009), A judge can have, based on objective and reasonable perceptions, either (i) a serious risk of actual bias impacting the due process rights of a party or (ii) has failed to adhere to the appearance of impropriety standard set forth in the **Michigan Code of Judicial Conduct Canon 2. A Judge Should Avoid Impropriety and the Appearance of Impropriety in All Activities.**

28 U.S.C. § 454. Practice of law by justices and judges: Any Justice or judge appointed under the authority of the United States who engages in the practice of law is guilty of a high misdemeanor. (June 25, 1948, c. 646, 62 Stat. 908.).

PURSUANT TO THE JUDICIAL CODE OF CONDUCT OF THIS STATE: According to **CANON 4** of the Michigan Judicial Code of Conduct it is unlawful for a judge to practice law. **CANON 5** states "A JUDGE SHOULD REGULATE EXTRA-JUDICIAL ACTIVITIES TO MINIMIZE THE RISK OF CONFLICT WITH JUDICIAL DUTIES." (F) Practice of law. Judges should not practice law.

The practice of Law CANNOT be licensed by any state/State. [U.S. Supreme Court]: **Schwartz v. Board of Examiners**, 353 U.S. 238, 239

The practice of Law is AN OCCUPATION OF COMMON RIGHT. [U.S. Supreme Court]: **Sims v. Aherns**, 27 S.W. 720 (1925)

ACTION TO QUIET TITLE

COMES NOW, Claimant/Plaintiff to assert the following to wit:

FIRST CAUSE OF ACTION

For **Damita C. Johnson El Bey** hereinafter Claimant/Plaintiff Against: Defendants/Respondents (BANK OF AMERICA N.A. d.b.a. BAC HOME LOANS SERVICING, LP; THE BANK OF NEW YORK MELLON; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.

Pursuant To:

With Offer of Proof¹ Affidavit & Notice Pursuant to **MCR 3.411** Civil Action to Determine Interests in Land section (C) Special Proceedings and Actions; (MCL) Michigan Compiled Law § 600.2932(1)(3)
Affidavit Made by:

(Damita C. Johnson El Bey)

I **Damita C. Johnson El Bey** declare under penalty of perjury under the laws of [State Constitution & Statutes] and under the Supreme Laws of the United States of America (United States) Constitution & All Law in Pursuance thereof] along with all applicable law and case law that the foregoing is true and correct.

¹ Haines Vs. Kerner, 404 U.S. 51

- This affidavit will present matters on the merits of this case for the purpose of claiming full title to the property [18945 Fielding Wayne, Michigan 48219]

First Cause of Action

1. I, Plaintiff **[Damita C. Johnson El Bey]** is and at all times herein mentioned, an aboriginal, Native American woman inhabitant, domiciled, and a natural born Citizen of (Wayne, Michigan Republic) and as a legitimate Aboriginal National and Citizen of (ARNA) the Aboriginal Republic of North America our Indigenous Government [Trustee], I am providing proof of my attached Indigenous Genealogy Certification; Certified Genealogy by Jus Soli & Jus Sanguineous; Nationality Identification; Custodian of Name Correction – Nationality & Trust Documents w/ attached Seal of the United States Department of State; Certified Authenticated Indigenous Nationality Affidavits; Affidavit/Cancellation/Rescission of Birth Certificate and UCC Financing Statement which also evidences a collateral claim exists as part of a real defense/claim in recoupment for damages for violations of this perfected security interest in all property, whereby Debtor non-living entity **[DAMITA COLLETTE JOHNSON]** is a trust and I Damita C. Johnson El Bey am beneficiary **[Exhibits A - A-16]**.
 - In support of the points of law, Our Indigenous Plebiscite has been noticed to and confirmed by the seal of the United States Department of States (**Federal Authentication # 060131441**) signed by Secretary of State Condoleezza Rice and in conformity with **22 CFR 131.1 & 131.2, USC Title 4 section 42** and is protected/governed by International Law **United Nations Declaration on the Rights of Indigenous Peoples (Article 4) – Self Autonomy Government**. We have noticed the United States Department of State, the several states, and counties of our existence which is all that is required in law, notice, and the promulgation of our plebiscite.
2. Plaintiff believes and thereon alleges that, at all times herein mentioned, each of the defendants et al sued herein will be attempting to defraud the courts of the United States of America by asserting any actions against specific rights where Damita C. Johnson El Bey, has accessed Indigenous rights and ANY State Laws that attempts to mandate restrictions on I, Damita C. Johnson El Bey's protected CONSTITUTIONAL & International Rights as a Natural Being, who has authenticated her Status in the Proper Venues of Record according to National and International Authentication Procedures (See Article 4 of the United States Constitution) [By & Through the County Clerk/Prothonotary, Secretary of State of the State Republic, and The United States Secretary of State], those State Laws do not apply to Beings who have carried out these appropriate procedures at law. The Natural Being has a duty to respect and not violate the Constitutional and Common laws of the State. He/She/ I is/am responsible for any cause of injury and damage to another living being and its property, and must answer to any such violation. The State is prohibited from violating substantive rights **Owens v. City, 445 US 662 (1980)**; as a matter of law.
 - In support of the points of law that, **THE COMMON LAW RIGHT OF NAME CHANGE IS RECOGNIZED IN MICHIGAN BY ITS OWN COURT OF APPEALS**: Attorney General Frank Kelley noted: **"UNDER THE COMMON LAW A PERSON MAY ADOPT ANY NAME HE OR SHE WISHES, WITHOUT RESORT TO ANY COURT AND WITHOUT ANY LEGAL PROCEEDINGS, PROVIDED IT IS NOT DONE WITH FRAUDULENT INTENT....** There is no requirement that any person go through the courts to establish a legal change of name.... In Michigan, as in most states, a statute authorizes procedures by which a court can, upon petition, change the name of any person **MCLA ss 711:1; MSA ss 27.3178 (561)**. Such change of name statutes does not abrogate or supersede the common law. TO THE CONTRARY, THEY AFFIRM THE COMMON LAW RIGHT AND AFFORD AN ADDITIONAL METHOD BY WHICH A NAME CHANGE MAY BE EFFECTED AS A MATTER OF PUBLIC RECORD." **Piotrowski v. Piotrowski, 71 Mich App 213, decided September 8, 1976.** and the opinion was requested by Houghton County Probate Judge Reino Koivunen. **DETROIT FREE PRESS (April 23, 1980)**
 - In support of the points of law that, one may be employed, do business, and enter into other contracts, and sue and be sued under any name they choose at will (**Lindon v. First National Bank 10 F. 894, Coppage v. Kansas 236 U.S. 1, in re McUlta 189 F. 250**). **Lindon v. First National Bank (1882), 10 F. 894**, is one of the very earliest precedent-setting federal court cases involving common law name change. **"At common law a man may change his name, and he is bound by any contract into which he may enter in his adopted or reputed name, and by his known and recognized name he may sue and be sued."** This set forth many

things. By common law, one may lawfully change their name and be "known and recognized" by that new name. Also, one may enter into any kinds of contracts in their new adopted name. Contracts include employment (see *Coppage v. Kansas* 236 U.S. 1). And one can be recognized legally in court in their new name. Such a change carries the exact same legal weight as a court decreed name change as long as it is not done with fraudulent intent (*In re Mculta* 189 F. 250, *Christianson v. King County* 196 F. 791, *United States v. McKay* 2 F. 2d 257). *In re McUita*, 189 F. 250 (1911), is one of several precedent-setting federal court rulings that clearly defined and established common law name changes as a legal right. The ruling states that even if a court is granted permission to change a name by petition and decree, that permission does "not change the common-law rule that a man may lawfully change his name at will and will be bound by any contract into which he enters under his adopted or reputed name, and that he may sue and be sued in that name". Explicitly, a common law name change carries the same legal weight as a court-decreed name change. The ruling also uses term of art "at will", clarifying that common law allows name changes "at will" and no court-issued order of name change is required.

3. Defendants (BANK OF AMERICA N.A. d.b.a. BAC HOME LOANS SERVICING, LP; THE BANK OF NEW YORK MELLON; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.; at all times herein mentioned, are Corporations organized and existing either under the laws of this state or outside of the State of Michigan;
4. Plaintiff is ignorant of the true names and capacities of the note holder and therefore defendants' et al are sued herein and plaintiff sues the defendants' et al by such fictitious names. Plaintiff will amend this complaint to allege the note holder true names and capacities when ascertained;
5. Plaintiff believes and thereon alleges that, at all times herein mentioned, each of the defendants et al sued herein will be attempting to defraud the courts of the United States of America if evidence is presented in defense of any foreclosure process that falls within the parameter or relate to improperly executed or otherwise defective foreclosure documents; and other mishandling made during the foreclosure process by the servicer; trustee, third party vendors "MERS" Mortgage Electronic Registration Systems Inc.; and its attorneys.
6. Plaintiff believes and thereon alleges that, at all times herein mentioned, each of the defendants et al sued herein will be attempting to defraud the courts of the United States of America by asserting a false claim of interest through foreclosure as evidenced in Plaintiff's attached Certified Colonial Title Search; [Exhibit B B-2] (pg. 3) "The interest of Let Me Help U Irrevocable Trust is evidenced by a revised Grant Deed dated 08/17/10 and recorded 11/03/10 in Liber 48824, Page 1299, Wayne County Records". NOTE: The Grantor(s)/Defendant BANK OF AMERICA N.A. d.b.a. BANK OF AMERICA HOME LOAN SERVICING LP on said deed did not have a recorded interest in subject property at the time the deed was done.
7. Plaintiff believes and thereon alleges that, at all times herein mentioned, each of the defendants et al sued herein will be attempting to defraud the courts of the United States of America by asserting false and fraudulent entries for the purpose of preventing plaintiff access to their content or original intent so that courts of fiction may rely upon these files as being undisputable evidence to deprive plaintiff of property and remedy. Any defenses of defendant(s) would be arguments asserted against the merits in this case and that the facts presented, testimony and evidence presented is inadmissible and those defenses would be in sheer avoidance of the laws and testimony whereby a judge or jury gets to hear all the facts and truth that are admissible.
 - In support of the points of law, Though the State shall not interfere if an individual desires to conduct his own legal affairs without the aid of counsel, the public interest demands that no person hold himself out to the public as qualified to render legal services for others unless he in fact is so qualified. *Bump v. District Court of Polk County*, 232 Iowa 623 (5NW2d 914).
 - In Support of the points of law that, not only court appearances, but also out-of-court conduct may be prohibited pursuant to unauthorized practice of laws and rules. *State Bar of Michigan v. Cramer*; where a corporation and an individual, who was not licensed as an attorney, in operating collection agencies, took assignments of claims from their customers and brought suits on the assigned claims, in which the

customers retained an interest, the corporation and individual were engaging in the unauthorized practice of law. See also relevant Michigan statutes **Michigan Compiled Law 450.681 Practice of law by Corporations and Voluntary Associations Prohibited; Exceptions; Penalty. Michigan Compiled Law 600.916 Unauthorized practice of law**

- In support of the points of law that, "The general rule is that an unconstitutional act of the Legislature protects no one. It is said that all persons are presumed to know the law, meaning that ignorance of the law excuses no one; if any person acts under an unconstitutional statute, he does so at his own peril and must take the consequences." 16 Am Jur 2d §178
8. Plaintiff believes and thereon alleges that, at all times herein mentioned, each of the defendants et al sued herein will be attempting to defraud the courts of the United States of America by asserting defendants' attorney(s) are duly licensed to practice law and are in compliance with the statutory requirements of their respective offices of public trust, they are not to be implied as being licensed or as a state of being licensed to practice law.
 - In support of points of law that statements of counsel in brief or in argument would not be facts before the courts and may not be relied on in the court's rulings and determinations; this finding of a continuing investigation, which forms the foundation of the majority opinion, comes from statements of counsel made during the appellate process. As we have said of other un-sworn statements which were not part of the record and therefore could not have been considered by the trial court; "Manifestly, (such statements) cannot be properly considered by us in the disposition of a case." **UNITED STATES v. LOVASCO "06-09/77" 431 U.S. 783, 97S. Ct. 2044, 52L. Ed. 2d 752.**
 9. Plaintiff believes and thereon alleges that, at all times herein mentioned, each of the defendants et al sued herein will be attempting to defraud the courts of the United States of America and shall be investigated for money laundering and securities fraud in violation of SEC and RICO Statutes at title 18 of the United State Code as a part of discovery for any counterclaims and any expert testimony at any subsequent evidentiary hearings when plaintiff's Certified Colonial Title Search; evidence of Dispute(s) and Non-Validation of Debt; and claims of Identity Theft & Fraud has been provided.
 10. I, **Damita C. Johnson El Bey** is and at all times herein mentioned the owner entitled to the peaceful possession of the property to wit: **(18945 Fielding Wayne, Michigan 48219)**;
 11. Plaintiff is informed and believes and thereupon alleges that, any claims made by defendants' et al on an interest in the property to wit: **(18945 Fielding Wayne, Michigan 48219)** is adverse to Plaintiff herein and any claim made of said defendants' et al is without any right whatsoever, and said defendants et al has no legal or equitable right, claim, or interest in said property.
 12. Plaintiff therefore seeks a Writ of Possession or Restitution on the property to wit: **(18945 Fielding Wayne, Michigan 48219)** which is vested in the Plaintiff alone.
 13. Plaintiff incorporates herein by reference in support of the points of law and the allegations made in paragraphs 1 through 13, inclusive, as though fully set forth herein.

SECOND Cause of Action

14. I, **Damita C. Johnson El Bey** am the lawful owner of the Property on record.
15. This affidavit is made pursuant to the following definition and case laws as owner has perfected title of the property, said definition and case laws dealing with what constitute perfect title. [**Black's Law Dictionary 4th Ed. Pg. 1657**] **Perfect Title** – One which shows the absolute right of possession and of property in a particular person. **Henderson v. Beatty, 124 Iowa, 163, 99 N.W. 716; Wilcox Lumber Co. v. Bullock, 109 Ga. 532, 35 S.E. 52; Donovan v. Pitcher, 53 Ala. 411, 25 Am.Rep. 634.**
16. This affidavit is made according to the Michigan Rules of Court stated at MCR "Rule 3.411. Civil Action to Determine Interest in Land. (A) This rule applies to actions to determine interests in land under MCL § 600.2932. (B) Complaint. (C) Written Evidence of Title to Be Referred to in Pleadings. (2) The plaintiff must attach to the complaint, and the defendant must attach to the answer, a statement of the title on which the pleader relies, showing from whom the title was obtained and the page and book where it appears of record.

(3) Within a reasonable time after demand for it, a party must furnish to the adverse party a copy of an unrecorded conveyance on which he or she relies or give a satisfactory reason for not doing so. (D) Findings as to Rights in and Title to Premises. (1) After evidence has been taken, the court shall make findings determining the disputed rights in and title to the premises and pursuant to the following law (MCL) **Michigan Compiled Law § 600.2932**, which states of an Action Quieting Title, **Sec. 2932 (1)** Any person, whether he is in possession of the land in question or not, who claims any right in, title to, equitable title to, interest in, or right to possession of land, may bring an action in the circuit courts against any other person who claims or might claim any interest inconsistent with the interest claimed by the plaintiff, whether the defendant is in possession of the land or not. (3) If the plaintiff established his/her title to the lands, the defendant shall be ordered to release to the plaintiff all claims thereto. In an appropriate case the court may issue a writ of possession or restitution to the sheriff or other proper officer of any county in this state in which the premises recovered are situated.

17. Respectfully, Plaintiff believes and thereon alleges that, at all times herein mentioned this court has **Subject Matter jurisdiction** – jurisdiction over a particular action committed within the geographical boundaries (venue) of a particular jurisdiction and the power to grant relief sought in a case. Subject matter jurisdiction is also established by interfacing at law or commercially with a legal entity subject to the said jurisdiction. If a court has laws written within its nation, or nation state which govern the action and has power to grant relief then subject matter jurisdiction may be established.
 - In support of the points of law that, In determining whether the plaintiffs come before this Court with clean hands, the primary factor to be considered is whether the plaintiffs sought to mislead or deceive the other party, not whether that party relied upon plaintiffs' misrepresentations. **Stachnik v. Winkel**, 394 Mich. 375, 387; 230 N.W.2d 529, 534 (1975).
 - In support of points of law that, "A party lacks standing to invoke the jurisdiction of a court unless he has, in an individual or a representative capacity, some real interest in the subject matter of an action." **Wells Fargo Bank, v. Byrd**, 178 Ohio App. 3d 285, 2008-Ohio-4603, 897 N.E. 2d 722 (2008). It went on to hold, "If plaintiff has offered no evidence that it owned the note and mortgage when the complaint was filed, it would not be entitled to judgment as a matter of law."
18. **Venue – Michigan Compiled Law (MCL) § 600.1605 Venue; real actions; replevin. § 1605.** The action may be brought in the county in which the subject of action, or any part thereof, is situated, is a proper county in which to commence and an action.
19. As provided by plaintiff's Certified Colonial Title Search, Plaintiff has complete and sole lawful equitable ownership in property according to the deed of record Recording Number [99375368; Li ber-30245; Pa-7322.0] [Exhibit C] for the following described premises, to wit: [THE NORTH 18 FEET OF LOT 91 AND THE SOUTH 22 FEET OF LOT 92, C.W. HARRAH'S REDFORD SUBDIVISION, AS RECORDED IN LIBER 57, PAGE 80 OF PLATS, WAYNE COUNTY RECORDS.]
20. It is clear that the respondents/defendants cannot refuse to answer any of plaintiff's initial claims of interest and/or never address any of the points of law or allegations made.
 - In support of the point of law that, "Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading." **U.S. v. Tweel**, 550 F.2d 297 (1977)
21. Plaintiff demands relief in the form of extinguishment of any and all claims by defendants [BANK OF AMERICA N.A. d.b.a. BAC HOME LOANS SERVICING, LP; THE BANK OF NEW YORK MELLON; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., as defendants has no valid claim as a Holder of any note on the property and thus no lawful right to a mortgage security interest lien in the property.
22. Plaintiff demands relief in the form of extinguishment of any and all claims by defendants [BANK OF AMERICA N.A. d.b.a. BAC HOME LOANS SERVICING, LP; BANK OF NEW YORK MELLON; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. As provided by plaintiff's Certified Colonial Title Search defendants' and parties to the Assignment of Mortgage executed on 5/19/09 do not possess any valid Assignment and note of record that have legal standing, "no such valid note exist thus no valid lien

exist" and such transfers would stand as unlawful.

- In support of the points of law, MCL § 440.3203 states that, "Transfer of instrument: Rights acquired by transfer, states, "...the transferee cannot acquire rights of a holder in due course by a transfer, directly or indirectly, from a holder in due course if the transferee engaged in fraud or illegality affecting the instrument." Also the Supreme Court Case **Carpenter v. Logan** in 1872 US Supreme Court precedent **Carpenter v. Logan**, 83 U.S. 271, at 274, inter alia, which states **any separation of the Note from the Deed of trust is a Nullity**. "The Note and mortgage are inseparable; the former as essential, the latter as an incident. An Assignment of the note carries the mortgage with it, while an assignment of the latter alone is a nullity". When the holder of the promissory note assigns or transfers the note, the deed of trust is also transferred. **George v. Surkamp**, 76S.W.2d 368, 371 (Mo. 1934). An assignment of the deed of trust separate from the note has no "force". Id. Effectively, the note and the deed of trust are inseparable, and when the promissory note is transferred, it vests in the transferee "all the interest, rights, powers and security conferred by the deed of trust upon the beneficiary therein and the payee in the notes". **St. Louis Mut. Life Ins. Co. v. Walter**, 46 S.W.2d 166, 170 (Mo. 1931).
 - In support of the points of law that, MERS does not have standing as a real party in interest under the Rules to file a motion... The declaration also failed to assert that MERS, FMC Capital LLC or Homecomings Financial LLC held the Note. **Mortgage Electronic Registration Systems, Inc. v. Chong**, 824 N.Y.S.2d 764 (2006).
23. Plaintiff believes and thereon alleges that, at all times herein mentioned, each of the defendants et al sued herein will be attempting to defraud the court of the United States of America by asserting a false claim of defense contradictive of Libellant's Certified Title Search from Colonial Title Company and [the instruments however designated filed in the Office of the Register Deeds] pursuant to the provisions of the **Uniform Commercial Code P.A. 1962, No. 174, effectively January 1, 1964**.
24. Plaintiff demands relief in the form of extinguishment of any and all claims by defendants, as provided by Plaintiff's Certified Colonial Title Search defendants' **Assignment of Mortgage executed on 5/19/09**, and filed in Bernard J. Youngblood Wayne County Register of Deeds office, [**Instrument Number 2010355970; Li – 48793; Pa-1046-1046**] [**Exhibit D**] contains the signature of and alleges the Vice President of MERS is none other than Ellen L. Coon.
- In support of the points of law that MERS assignments to mortgage servicers and / or trustees filed in Bernard J. Youngblood Wayne County Register of Deeds office contains fraudulent signatures, see attached [**Exhibit E**] this Assignment of Mortgage [**Instrument Number 209336964; Li – 41848; Pa-798-798**] was also executed on 5/19/09 but contains the signature of and alleges that MERS Vice President is none other than Kenneth Kurel. **Property owner initials U.N.E.B.**
 - In support of the points of law that, a Court of Appeals does not consider assertions of error that are unsupported by convincing legal authority or argument, unless it is apparent without further research that the argument is well taken. FRAUD is a point well taken! **Lambert Supra**.
25. The property is owned by the Plaintiff and there is **no legitimate** mortgage in good faith of record from the defendants on the property.
- In support of the points of law that, To establish a prima facie case in an action to foreclose a mortgage, the plaintiff must establish the existence of the mortgage and the mortgage note. It is the law's policy to allow only an aggrieved person to bring a lawsuit . . . A want of "standing to sue," in other words, is just another way of saying that this particular plaintiff is not involved in a genuine controversy, and a simple syllogism takes us from there to a "jurisdictional" dismissal. **Indymac Bank v. Boyd**, 880 N.Y.S.2d 224 (2009).
 - In support of the points of law that, any misgivings creditors may have about the technical nature of the requirements should be addressed to Congress or the Federal Reserve Board, not the courts. Disclosure requirements for credit sales are governed by 15 U.S.C.S. § 1638 12 CFR § 226.8(b), (c). Disclosure requirements for consumer loans are governed by 15 U.S.C.S. § 1639 12 CFR § 226.8(b), (d). A violator of the disclosure requirements is held to a standard of strict liability **Solis v. Fidelity Consumer Discount Co.**, 58 B.R. 983 (Pa. 1986). Therefore, a plaintiff need not show that the creditor in fact deceived him by making substandard disclosures. **Rowland v. Magna Millikin Bank of Decatur, N.A.**, 812 F. Supp. 875 (1992)

26. Plaintiff demands relief in the form of extinguishment of any and all claims by defendant(s) as defendants does not hold an original note on the property (as required by State Law **MCL § 440.3301 & 3302**). There is no legitimate and lawful lien that exist from the defendants and no original note has been provided, and after repeated requests to witness, inspect, or in general have certified copies of such original note or any knowledge of its whereabouts the defendant still have not provided any opportunity to view the original note or provide information on who is the holder of the note through a **[RESPA Qualified Written Request]** made **[Exhibit F – F-12]**; then the certified requests made also stand as proof the parties failed to identify the Holder in Due Course of the Note; and refused to provide the original note and/or do not possess the instruments and thus Plaintiff has no liability of said note, it is either lost or stolen.
- In support of the points of law that, the defendants are not a holder and fulfills state law at **MCL § 440.3305** "(3) which states, "...An obligor is not obliged to pay the instrument if the person seeking enforcement of the instrument does not have rights of a holder in due course and the obligor proves that the instrument is a lost or stolen instrument.
27. Plaintiff demands relief in the form of extinguishment of any and all claims by defendant(s) as defendants after an initial request has been made failed to provide proof of claim/verification of the purported debt and status as holder in due course **[Exhibit G- G-1]**. Such is apparently required as a matter of due process of law.
- In support of the points of law, this is apparent in the U.S. Supreme Court Statement: For in this proceeding petitioner is not seeking, nor is respondent denying him, anything other than the right to prove his claim.... The question is simply one of the admissibility and effect of evidence; and.... the obligation to receive in evidence a promissory note(s) or other admissible evidence of debt." **Morris v. Jones, 329 U.S. 545 (1947)** (emphasis added). See **Young v. Hewer & Njus, PA, Dist. Ct. N. Ill (1997)**; (Finding that computer printouts are not verification of a debt).
 - In support of the points of law, the **Consumer Credit Protection Act, Section 809(b)**, as amended, **15 U.S.C.A. section 1692g(b)** "The debt collector is perfectly free to sue within thirty days; he just must cease his efforts at collection during the interval between being asked for verification of the debt and mailing the verification to the debtor. **Barlett v. Heibl, 128 F.3d 497 (7th Cir. 1997)**, at 498
 - In support of the points of law that **15 U.S.C. Section 1692a (6)** FDCPA applies to lawyers engaged in debt collection and states specifically as follow: "...a lawyer who regularly tries to obtain payment of consumer debts through legal proceedings meets the Act's definition of 'debt collector': one who 'regularly collects or attempts to collect, directly or indirectly, [consumer] debts owed ... another.'" **Heintz v. Jenkins, 514 US 291, at 291 (1995)**. Additionally, a **1986 senate report 99-405** included attorney's as well as judges in the prohibitions.
28. Defendant(s) will be attempting to commit fraud by compelling plaintiff to pay an instrument which holds a debtor status and created accounts for debt service upon non-living entity **DAMITA C. JOHNSON-DEBTOR, CESTUI QUE TRUST, CONSIGNOR, BAILOR, LICENSOR, TRUSTOR and ASSIGNOR** which should not exist as a result of fraud, it has no standing in law and undermines the efficiencies of signatures and endorsements while failing to give full disclosure, whereby through ID Theft and Fraud and signature forgeries unlawful displacement exists, and provides that endorsements have been made and used on commercial application[s] without my consent or knowledge or being made privy of such usage and plaintiff is indeed a victim and not the accommodating party to any of these fraudulent contracts, applications, adoptions, or any transfer agreements, those instrument carry no officially signed signature by the plaintiff.
- In support of the points of law that, complying with the Statutory Foreclosure Act does not insulate a financial institution from liability and does not prevent a party from timely asserting any claims or defenses it may have concerning a mortgage foreclosure A.C.A. §18-50-116(d)(2) and violates honest services Title 18 Fraud. Notice to credit reporting agencies of overdue payments/foreclosure on a fraudulent debt is defamation of character and a whole separate fraud. **Lambert v. Firststar Bank, 83 Ark. App. 259, 127 S.W. 3d 523 (2003)**.
29. Defendant(s) will be attempting to commit fraud by stating I have contracted with them in the manner explained who has unlawfully used non-living entity **DAMITA C. JOHNSON-DEBTOR, CESTUI QUE TRUST, CONSIGNOR, BAILOR, LICENSOR, TRUSTOR and ASSIGNOR** along with unambiguous

information and endorsements that established the accounts without plaintiff's authorization or signature; Plaintiff has been displaced by these particular acts through Identity Theft and Fraud and once examined will reveal they are confirmed forgeries for establishing or having set up pre-paid accounts or lines of credit from third parties whereby plaintiff never endorsed any contracts or applications.

30. Plaintiff states for the record, Identity Theft and Fraud occurs when someone uses a name, Social Security account number, date of birth, or other identifying information, without authority, in an un-agreed upon manner, or to commit fraud.
31. Plaintiff states for the record, Institutions can by way of using a consumer's private information get pre-paid accounts or lines of credit/financing (resources) from a third party that's not identified as the originator/original creditor and the source for the pre-paid accounts or lines of credit/financing (resources) in the contract, which an institution can therefore place a debtor status upon the consumer while failing to give full disclosure.
 - In support of the points of law that, "A bank is not the holder in due course upon merely crediting the depositors account." *Bankers Trust v. Nagler*, 23 A.D.2d 645, 257 N.Y.S.2d 298 (1965).
32. Plaintiff states for the record, Defendants received Plaintiff's Freedom of Information Request and Plaintiff's Affirmation to Notary of Failure to Produce Freedom of Information Request. [Exhibit H – H-1]
33. Plaintiff states for the record, Defendants received Plaintiff's notarized Identity Theft Affidavit; w/attached ID Theft Fraud complaint police report number 1211120302.1 after repeated requests for verification of debt. [Exhibit I – I-8]
34. Plaintiff states for the record, "DAMITA C. JOHNSON'S" non-living entity, DEBTOR, CESTUI QUE TRUST, CONSIGNOR'S, BAILOR'S, LICENSOR'S, TRUSTOR'S and ASSIGNOR'S loan has been reviewed under the Independent Foreclosure Review as required by the Consent Order placed on Defendants BANK OF AMERICA N.A., and their records indicate Plaintiff's property meets the initial criteria, identifying customers who may have been financially injured as a result of errors, misrepresentations, or other deficiencies made during the foreclosure process on my primary residence between January 1, 2009 and December 31, 2010
35. Plaintiff states for the record, Plaintiff has been notified by the Paying Agent – Rust Consulting Inc., concerning an Important message directed by the Federal Banking Regulators- the Office of the Comptroller of Currency and the Board of Governors of the Federal Reserve System on or around about the month of March 2013. It goes on to state the correspondence is related to the enforcement action regarding deficiencies in the mortgage servicing and foreclosure processes by Defendants BANK OF AMERICA N.A. [Exhibit J]
36. Plaintiff states for the record, the Independent Foreclosure Review does not impair the rights of plaintiff to file an independent suit against Defendants et al in connection with said deficiencies made during the mortgage servicing and foreclosure processes against non-living entity DAMITA C. JOHNSON-DEBTOR, CESTUI QUE TRUST, CONSIGNOR, BAILOR, LICENSOR, TRUSTOR and ASSIGNOR loan.
37. Plaintiff incorporates herein by reference in support of the points of law and the allegations made in paragraphs 1 through 36, inclusive, as though fully set forth herein.

THIRD Cause of Action

38. Plaintiff states for the record, after initial research Plaintiff's Certified Colonial Title Search provides that the **Sheriff Deed on Mortgage Sale** record number [2012459872; Liber 50301 Page 524] of **Wayne County Register Deeds** recording date **November 16, 2012** [Exhibit K]; a Felicia Mack conducted a Sheriff's Sale.
 - In support of the points of law, defendants have a statutory requirement they must follow pursuant to the governing statute MCL § 600.3216, which sets forth the requirements for the foreclosure of mortgages in the State of Michigan. Said statute further specifies who must conduct the sale.
39. Defendant claims an interest in the same property as follows: Fee Simple by way of a Sheriff Sale and as a result of the conduct of the Defendants the subject property has a cloud in title and is currently in the name of the Defendants by way of the Sheriff's Deed on Mortgage Sale

40. Plaintiff demands relief in the form of extinguishment of any and all claims by Defendant(s), the Sheriff Deed fraudulently misrepresents that Felicia Mack is the "Deputy Sheriff" therefore the deed is improper because Felicia Mack is neither the sheriff, under-sheriff, nor the deputy.
41. The court can take JUDICIAL NOTICE of the fact that in Wayne County, Benny Napoleon is Sheriff and Daniel Pfannes is the Undersheriff and there are three Deputy Chiefs none of whom are Felicia Mack.
42. Plaintiff believes and thereon alleges that, at all times herein mentioned, each of the defendants et al sued herein will be attempting to defraud the courts of the United States of America, facts show that the mortgage fails to provide a power of sale provision in the name of Felicia Mack.
 - In support of the points of law that, the deed is unequivocally improper, and therefore plainly violates the statute **MCL § 600.3216**, as defective, and should therefore be set aside and cancelled as void, said statute is clear the sale shall be made by the person appointed for that purpose in the mortgage, or by three individuals the sheriff, undersheriff, or a deputy sheriff of the county who are authorized to conduct a sale, none of the authorized individuals signed the sheriff deed.
43. Plaintiff believes and thereon alleges that, at all times herein mentioned, each of the defendants et al sued herein will be attempting to defraud the courts of the United States, by asserting the administrative function has been assigned to individuals that have been "deputized" by the sheriff.
 - In support of the points of law, It is essential to note that **MCL § 51.70** was first enacted in 1846 whereby the power to appoint a special deputy sheriff is derived from this statute. **MCL § 51.70 Deputy Sheriffs; appointment; revocation; special deputies; responsibility for acts, defaults, misconduct; and bond.**
 - In support of the points of law, three other Michigan courts have addressed the specific issue as to whether a Deputy Sheriff had been properly appointed and the following cases have ruled that the deputy sheriff appointments were invalid. **Hon. Ronald W. Lowe from the 35th District Court Federal National Mortgage v. Cortney Strother Case No. 09c2299-LT; United States Bankruptcy Judge Thomas J. Tucker Antonio Attard v. Wells Fargo Bank, Case No. 08-5064; Judge Strutherland 23rd Judicial District Court PHH Mortgage Corporation d/b/a PHH Mortgage Services v. Tammie R. Cude, Case No. 09-02-2565-LT**
44. Plaintiff states for the record, any money damages or reformation of the loan or modifications offered would not be of much benefit to plaintiff, plaintiff has already incurred an enormous debt due to the defendant's deficiency of verification of the debt from its inception to date.
45. Plaintiff believes and thereon alleges that, at all times herein mentioned, each of the defendants et al sued herein will be attempting to defraud the courts of the United States of America, facts show that the foreclosure by advertisement redemption period for the Sheriff Sale expires on May 1, 2013 and as scheduled after the redemption period defendants will proceed to commence an action to recover possession of premises and / or move for eviction proceedings whereby defendants will attempt to deny Plaintiff the right to prevent and defend the loss of property against any and all claims of interest of defendant's assignment; sheriff deed and other fraudulent recorded documents.
46. Plaintiff believes and thereon alleges that, at all times herein mentioned, each of the defendants et al sued herein will be attempting to defraud the courts of the United States of America by attempting to commence an action in the 36th Judicial District Court pursuant to Local Rules MCR Rule 4.201 SUMMARY PROCEEDINGS TO RECOVER POSSESSION OF PREMISES it is essential to note that this Local Rule for the 36th Judicial District MCR 4.201 has been Rescinded effective immediately by order entered June 8, 2004, 470 Mich.

Wherefore the plaintiff having set forth her claims for relief against Defendants, Plaintiff respectfully prays of the Court as follows:

Demand for Remedy

- The court is to grant appropriate relief to the Plaintiff upon affidavit that a complaint containing a notice to defend has been served and that the defendant has not filed an answer, or after a hearing or trial on the pleadings or merits. According to **MCL § 600.2932 (3)** If the plaintiff established his title to the lands, the

defendant shall be ordered to release to the plaintiff all claims thereto. In an appropriate case the court may issue a writ of possession or restitution to the sheriff or other proper officer of any county in this state in which the premises recovered are situated.

- Plaintiff demands that any and all claims not of record be extinguished in 30 days according to **MCR Rule 2.108** rules of Civil procedure upon defendant's failure to answer and that defendant(s) be forever barred from asserting any right, lien, title or interest in the land inconsistent with the interest or claim of the plaintiff set forth in the complaint.
- The court is to grant appropriate relief to the Plaintiff according to "**MCR Rule 2.601 Judgments (A) Relief Available**. Except as provided in sub-rule (B), every final judgment may grant the relief to which the party in whose favor it is rendered is entitled, even if the party has not demanded that relief in his or her pleadings.
- The court is to grant appropriate relief to the Plaintiff according to **MCR Rule 2.602 Entry of Judgments and Orders**

(A) Signing; Statement; Date of Entry. Rule 2.602 (3) Each judgment must state, immediately preceding the judge's signature, whether it resolves the last pending claim and closes the case. Such a statement must also appear on any other order that disposes of the last pending claim and closes the case.

(B) Procedure of Entry of Judgments and Orders. An order or judgment shall be entered by one of the following methods: **(1)** the court may sign the judgment or order at the time it grants the relief provided by the judgment or order. **(2)** The court shall sign the judgment or order when its form is approved by all the parties and if, in the court's determination, it comports with the court's decision. **(3)** Within 7 days after the granting of the judgment or order, a party may serve a copy of the proposed judgment or order on the other parties, with a notice to them that it will be submitted to the court for signing if no written objections to its accuracy or completeness are filed with the court clerk within 7 days after service of the notice. The party must file with the court clerk the original of the proposed judgment or order and proof of its service on the other parties **(a)** If no written objections are filed within 7 days, the clerk shall submit the judgment or order to the court, and the court shall then sign it if, in the court's determination, it comports with the court's decision. **(b)** Objections regarding the accuracy or completeness of the judgment or order must state with specificity the inaccuracy or omission. **(4)** A party may prepare a proposed judgment or order and notice it for settlement before the court.

(D) Service. (1) The party securing the signing of the judgment or order shall serve a copy, within 7 days after it has been signed, on all other parties, and file proof of service with the court clerk.

- Plaintiff demands that plaintiff possess the property free of any claims as a matter of record if defendants cannot prove they are lawful holders in due course of the note and thus have lawful mortgage security interest lien, an original promissory note, or lawful assignment of the note from an original holder of the note who had a lawfully recorded mortgage security interest lien.
- Plaintiff demands any defenses where arguments against a hearing and the merits in the case; be denied and all the facts, testimony, evidence and the laws presented by plaintiff be heard that are admissible;
- Plaintiff demands that the defendants be enjoined from initiating or executing any dispossession or eviction action until such time as the material averments of plaintiff's Action to Quiet Title has been reviewed and heard;
- Plaintiff demands the wrongful Assignment and Sheriff Deed be set aside and permanently expunged from the records;
- Plaintiff demands all other damages and relief the Court may deem just and proper for injuries incurred by Plaintiff as a result of Defendants' actions herein;
- Plaintiff demands that the plaintiff have and recovers against the defendants, a sum to be determined by a jury of her peers in the form of actual damages;
- Plaintiff demands that the plaintiff have and recovers against the defendants, a sum to be determined by a jury of her peers in the form of punitive damages;
- Plaintiff demands costs and fees so wrongfully incurred by Plaintiff, that are deemed just and equitable to be awarded to plaintiff;
- Plaintiff demands, because the harm to Plaintiff has been immediate and irreparable, this Court grant Plaintiff's Action to Quiet Title.
- Plaintiff demands that the judgment rendered for Writ of Possession or Restitution may also be used with the effect of a deed for any purpose necessary to transfer, sell, convey, or occupy the property.

- Please forward any and all court notices to plaintiff's mailing location: (18945 Fielding Detroit, Michigan Republic [48219]).

* I (Damita C. Johnson El Bey) am of the age of maturity to make this affidavit and the testimonial facts herein
* I (Damita C. Johnson El Bey) am mentally competent to make this, official Affidavit of Testimonial facts for the Court Record
* I (Damita C. Johnson El Bey) have personal knowledge of the facts in this testimony and affidavit

* This affidavit is made under penalties of perjury and must be responded to by both counter testimony with appropriate proofs and counter affidavit. The persons must make their official testimony under oath and or penalty of perjury in order to rebut my personal knowledge of the facts. All parties must respond by affidavit testimony in court within 30 days according to MCR Rule 2.108 rules of Civil procedure in this matter or this testimony and affidavit of facts will stand as undisputed fact as a matter of law and judgment will be entered in the favour of the Plaintiff.

Damita Callette Johnson El Bey

Authenticated-Seal-Signature

ALL RIGHTS RESERVED
[Signature]

Testimonial Witness / Tribal Member Authentication-Seal-Signature

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State Republic

Michigan

County/Borough/Parish

Wayne

This document was acknowledged before me on 4/13/13 [Date]

[Signature]
(Signature of Officer)

My commission expires:

4/10/15

DAJANA MARTIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Apr 10, 2015
ACTING IN COUNTY OF *Wayne*

Certificate of Service

I (Damita C. Johnson El Bey) Certify that on (Date 4/13/13) I served this Action to Quiet Title w/attached [Exhibits A-K] upon [BANK OF AMERICA N.A. d.b.a. BAC HOME LOANS SERVICING, LP; THE BANK OF NEW YORK MELLON; (MERS) MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. et al; TROTT & TROTT P.C.; BLANK ROME LLP] and upon the registered agents thereof via Certified Mail Return Receipt Requested at the following addresses:

Attention:

Gerald L. Hassell CEO/President
BANK OF NEW YORK MELLON (Trustee) et al
1 Wall Street
New York, NY 10286
USPS Certified Mail # 7012 1010 0001 2733 3768

David Trott President
TROTT & TROTT P.C. (Attorneys)
31440 Northwestern Highway Suite 200
Farmington Hills, MI 48334
USPS Certified Mail # 7012 1010 0001 2733 3775

Brian Moynihan CEO/President
BANK OF AMERICA N.A. d.b.a. BAC HOME LOANS SERVICING, LP (Servicer) et al
100 North Tyron Street
Charlotte, NC 28255
USPS Certified Mail # 7012 1010 0001 2733 3751

Bill Beckmann President
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. (Nominee) et al
1818 Library Street Suite 300
Reston, VA 20190
USPS Certified Mail # 7012 1010 0001 2733 3744

Karen M. Jablonski Senior Director of Operations
BLANK ROME LLP (Attorneys)
One Logan Square
130 North 18th Street
Philadelphia, PA 19103-6998
USPS Certified Mail # 7012 1010 0001 2733 3737

"I certify to the fact that the Action to Quiet Title w/attached [Exhibits A-K] was served upon the above parties."

"I (Damita C. Johnson El Bey), declare under penalty of perjury under the deure laws of the United States of America and of State of Michigan that the foregoing is true and correct.

[Made Pursuant to the United States Constitution & Title 28 USCA Section 1746]

Damita C. Johnson El Bey
Authentication-Seal-Signature

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State Republic Michigan
County/Borough/Parish Wayne
This document was acknowledged before me on 4/13/13 [Date]
Danasa Martin
(Signature of Officer)
My commission expires: 4/10/15

DANASA MARTIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES APR 10, 2015
ACTING IN COUNTY OF *Wayne*

Exhibit 14

International Indigenous Society Genealogy Certification

Original Indigenous American Jurisdiction
Indigenous Lands of North American Continent & The Earth
Preliminary Certification Of Aboriginal Tribal Lineage
You are of Al Ajaw (Allegewi) Lineage [Xi-Amaru]
See Attached Dawes Roll Surname Search

Extended Searches are done by our Genealogy Department

Your Search came up positive for:
Genealogy Certification Info attached

We will have to search the roll cards to further affirm your relations to the surnames listed.

The other family surnames you provided are listed even though the individuals were not. Further detailed searches may show your relationship to the peoples under those surnames who are probably some of your relatives you do not know.

CHER= Cherokee CHOC= Choctaw CREK= Creek CHIC= Chickasaw SEM= Seminole DEL= Lenape Delaware

Most of the rolls of the Cherokee and Choctaw match because our ancestors were being registered on both rolls as Freedmen/ women
The 6 civilised tribes especially the Cherokee and Choctaw are related to the Mayan & Olmec Civilizations - see works by Dr. Muhammad

For further guidance on genealogy see website section Genealogy Services

Sealed By International Union of Notaries

Civil Law Notary of International Indigenous Society

Chief Executive Minister: Abdul-Ali Muhammad

This Document is made pursuant to:

Universal Declaration of Human Rights Article 15

UN res. 51/295- Declaration of Rights of Indigenous Peoples

UN res. 60/147 Human Rights Law

Organization of American States Declaration of Indigenous Rights

Appellation: Damita Collette Johnson El Bey

Title: Indigenous Minister

INTERNATIONAL INDIGENOUS SOCIETY

Certification Made By

Dr. Abdul Ali Muhammad All Rights Reserved

(Authentication Seal/Signature)*

Flag: Original Indigenous Moorish Flag

Notice to All Officers of Government

Pursuant to the International Laws Above this document is of International Status

Contact Our Office 1-888-574-9042

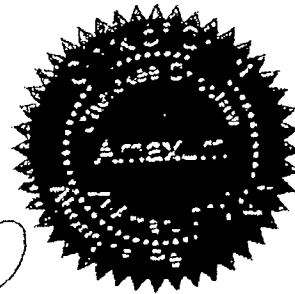
Or contact us by mail @PO BOX 42083

Shaykhamaxum (Philadelphia, Pennsylvania) (19101)

Affirmed and signed/sealed before me Amaru Xi-Ali Muhammad this 1 day of Mar in the Year
2013 Aboriginal Year 15098

© International Society of Indigenous Sovereigns

International Indigenous Society
Aboriginal Cherokee - Choctaw
Clerk of Court - Tribal Xi-Amaru
Chief Amaru Namaa Taga Xi-Aly
Shaykhamaxum Samal Shariq
US Dep. of State Auth # 06013144-1



A1

Genealogy By Jus Soli & Jus Sanguineous

- I [Damita Collette Johnson El Bey] am of the age of maturity to make this affidavit and the facts herein
 - I [Damita Collette Johnson El Bey] am mentally competent to make this Official Affidavit of Facts for the Record
 - I [Damita Collette Johnson El Bey] have personal knowledge of the facts in this affidavit
 - This affidavit is made under penalties of perjury and must be responded to by a counter affidavit by any and all parties within 30 days or it will stand as undisputed fact as a matter of law
- "I [Damita Collette Johnson El Bey] declare under penalty of perjury under the laws of ISIS and the United States of America that the foregoing is true and correct.

[Made Pursuant to ISIS Constitution and all laws in pursuance thereof, all Treaties applicable to Indigenous Americans, all Applicable International Standards apply to Aboriginal & Indigenous Peoples, The ISIS Department of Aboriginal Genetics and Hematology

Appellation: [Damita Collette Johnson El Bey]

Title: Indigenous Ministerial Ambassador

INTERNATIONAL INDIGENOUS SOCIETY

By the common law standards of Aboriginal Americans of Moorish Descent in regards to bloodline lineage and rights to the soil the national herein declared that he/she is an Aboriginal living in the dominions of his Aboriginal ancestors

* Pursuant to the Treaty of 1866 with the Cherokee and the United States

* Pursuant to Treaty of Camp Holmes of 1835

Pursuant to Treaty of Peace 1786 Moorish-Muslim Empire & the United States of America

* Pursuant to Treaty of Aranjuez 1780 Moorish-Muslim Empire and Spain- ceding all its claims to Aboriginal-Moorish Dominions

* Pursuant to Treaty Between the Ajaw (Moors) (L'nabi Clan misnomered Delaware) and the United States 1778

* Pursuant to Treaty between the Moors-Muslims (Maroons) and Great Britain 1752 Xi Maka (Misnomer Jamaica)

* Pursuant to UN 60/147 Basic Principles and Guidelines on the Right to a Remedy and Reparation for Victims of Gross Violations of International Human Rights Law and Serious Violations of International Humanitarian Law

* Pursuant to the ISIS Common Law on Aboriginal Genetics and Hematology


Damita Collette Johnson El Bey All Rights Reserved
(Authentication Seal/Signature)".


Affirmed and signed/sealed before me Amaru Xi-Ali Mulu this 1 day of Mar in the Year 2013 Aboriginal Year 15098

© International Society of Indigenous Sovereigns

International Indigenous Society
Aboriginal Cherokee - Choctaw
Clerk of Court - Tribal Xi-Amaru
Chief Amaru Namaa Taga Xi-Aly
Shaykhamaxum Samal Shariq
US Dep. of State Auth # 06013144-1

A2

Aboriginal Republic of North America	
Passport Card-Indigenous Nationality ID	
Aboriginal Cherokee-Choctaw Inc. Xi-Amaru	
US Dept. of State Fed Auth #060131-44-1	Michigan Republic Indigenous Lands Amatum
	Issue Date-3-1-13 Exp-None Life Date-2-8-15081-1975 HT-5'9"
ID # 02-081-075	Sex-F Eyes-Brown
UNPFI-MEMBER	Nationally Indigenous American
Damita Collette Johnson El Bey	Authorized Signature <i>Damita Collette Johnson El Bey</i>
ID Protected Bonded by International Law-Treaties	

Government Employee ID-TAX EXEMPT	
MINISTER Aboriginal Republic of North America-Tribal	
Aboriginal Cherokee Choctaw Inc. Xi-Amaru	
US Dept. of State Fed Auth #060-13-1441	International Indigenous Society TAX Exemption # 060-13-1441
	Issue Date-3-1-13 Exp-None Life Date-2-08-1975 15081 HT-5'9" Sex-F Eyes-Br
UNPFI-MEMBER	Nationally Indigenous American
ID # 02 081 976	Authorized Signature <i>Damita Collette Johnson El Bey</i>
Damita Collette Johnson El Bey	
ID Protected Bonded by International Law-Treaties	

This card is authorized by the following law
 U.S. Constitution Article VI-14th amendment C1 2 Exempt
 USC Title 8 Sec. 1401 (b) -Aboriginal Property Exempt
 UN 60-147-Human Rights Reparation Protections
 UN 61-295 Indigenous Decl UN UDHR- Article 15 Nationality
 D.C. -Uniform Commercial Code Document ID# 2008100485
 Holder in Due Course - Aboriginal National-US National
 Contact- 888 574 9042
 P.O.Box 42083 Shaykamaxum Philadelphia, Penn [19101]

This TAX EXEMPT ID authorized by the following law
 US Constitution Article VI-14th amendment C1 2 exempt
 USC Title 8 Sec. 1401 (b) -Aboriginal Property Exempt
 UN 60-147-Human Rights Reparation Protections
 UN 61-295 Indigenous Decl UN UDHR- Article 15 Nationality
 D.C. -Uniform Commercial Code Document ID# 2008100485
 Holder in Due Course of Card Aboriginal National-US National
 ISIS TAX EXEMPT ID # 060-13-1441 1-888 574 9042
 18945 Fielding Detroit Michigan Republic (48219)

A3

Documents Enforced Pursuant to CFR 22 Foreign Correspondence section 131.1 & 131.2 USC Title 4 Section 42

06013144-1

United States of America



DEPARTMENT OF STATE

To all to whom these presents shall come, Greetings:

I Certify That the document hereunto annexed is under the Seal of the Secretary of State of the State(s) of Pennsylvania, and that such Seal(s) is/are entitled to full faith and credit.*

In testimony whereof, I, Condoleezza Rice, Secretary of State, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Assistant Authentication Officer, of the said Department, at the city of Washington, in the District of Columbia, this sixth day of March, 2006.

Secretary of State

By _____

Assistant Authentication Officer,
Department of State

*Issued pursuant to CHNW, State of
Sep. 13, 1789, 1 Stat. 68-69, 22
USC 2637, 22 Stat. 2651a; 5 USC
301, 28 USC 1733 et seq.; 5 USC
1443(a); RULE 44 Federal Rules of
Civ. Proc., 1967*

**For the contents of the annexed document, the Department assumes no
responsibility*

This certificate is not valid if it is removed or altered in any way whatsoever

A4

State of Michigan

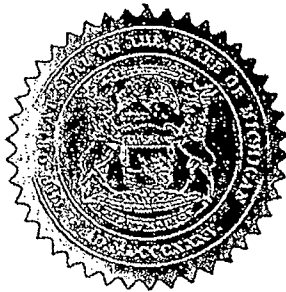


DEPARTMENT OF STATE

TO ALL TO WHOM THESE PRESENTS SHALL COME:

*I, Ruth Johnson, Secretary of State of the State of Michigan and custodian of the Great Seal of the State, hereby certify that Aisha Davis is on the date hereof, a duly elected or appointed and qualified Deputy County Clerk for the County of Wayne. *****End of Certification******

*IN TESTIMONY WHEREOF, I have hereto
affixed my signature and Great Seal of the
State, at Lansing, this 19th day of March in
the year of our Lord two thousand and
thirteen.*



Ruth A. Johnson

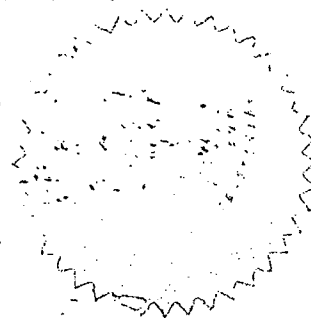
Secretary of State

108445-1-315895-OGS

This certification attests only to the authenticity of the signature of the official who signed the affixed document, the capacity in which that official acted, and where appropriate, the identity of the seal or stamp which the document bears. This certification is not intended to imply that the contents of the document are correct, nor that they have the approval of the State of Michigan.

45

B. No. 11903
 STATE OF MICHIGAN, } ss.
 County of Wayne



Know

NOTARIAL ACKNOWLEDGMENT

I, CATHY M. GARRETTI, Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a seal.

Dauana Martin

Do Hereby Certify, That whose name is subscribed in the Certificate or Proof of acknowledgment of the annexed instrument and therein written, was, at the time of taking such proof or acknowledgment a Notary Public in and for said County, duly commissioned and qualified and duly authorized to take the same, And, further, That I am well acquainted with the handwriting of such Notary Public, and verily believe that the Signature to the said Certificate or proof of acknowledgment is genuine. I further certify, That said instrument is executed and acknowledged according to the laws of this State.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County,

at Detroit, this 19th day of March A.D. 20 13

CATHY M. GARRETTI, Clerk

[Signature]

Deputy Clerk

A 6

Clerk: Please File and Record

RECORDING PREPARED & REQUESTED BY:
(Damita Collette Johnson El Bey)

AND AFTER RECORDING MAIL TO:

Name: Damita Collette Johnson El Bey
Mailing Location: c/o 18945 Fielding
Local Jurisdiction: Detroit

State: (Michigan) Republic

Use the above mailing location EXACTLY AS PRINTED

SPACE HERE ABOVE FOR RECORDERS USE ONLY

MAIL ADDITIONAL STATEMENTS TO:
ISIS-ARNAc/o 3000 Chestnut Street # 42083
Shaykhamaxum (Philadelphia Pennsylvania 19101)**Custodian of Name Correction - Nationality & Trust Documents**

The Indigenous nationality of (Damita Collette Johnson El Bey) is protected and governed by the Constitution of ARNA, International Law, United Nations Declaration on the Rights of Indigenous Peoples, United Nations Right to Remedy and reparation 60-147, and United Nations Universal Declaration of Human Rights.

The above mentioned Aboriginal is a U.S. National according to Treaty and Vol 66 stat 238 (US Statutes) & USC 8 Section 1401(b).

All applicable treaties between the Aboriginal-American & Moorish Nations and the United States of America are applicable.

Indigenous National (Indigenous Lands) is an Indigenous living flesh and blood being born and domiciled in Shaykhamaxum Samal Shariq or another Indigenous territory, all of which are Indigenous Lands protected under International Law as TRUST Territories.

The above action is not made to defraud anyone or to violate any laws applicable to Aboriginal Americans. It is made to remedy the genocidal acts and acts of denationalization against the political identity of the Indigenous National herein.

The Indigenous National (Damita Collette Johnson El Bey) is an Indigenous National of the International Indigenous Society (ISIS-ARNA) and Aboriginal Republic of North America Aboriginal Xi-Amaru (Aboriginal Cherokee-Choctaw Tribal U.A), an Indigenous Government operating an Indigenous Plebiscite which has been noticed to and confirmed by the United States Department of States (Federal Authentication # 060131441) signed by Secretary of State Condoleezza Rice and in conformity with 22 CFR 131.1 & 131.2, USC Title 4 section 42 and is protected/governed by International Law UN Charter, United Nations Declaration on the Rights of

Indigenous Peoples (Article 4) - Self Autonomy Government.
Damita Collette Johnson El Bey All Rights Reserved
Authentication/Seal of Indigenous National

MICHIGAN CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC
State: Illinois Republic
County: Cook County

This document was acknowledged before me on March 11, 2013 [Date] by

[Notary Seal, if any]:

(Signature of Notarial Officer)

Civil Law Notary - Notary Public for *Damita Collette Johnson El Bey*My commission expires: April 10, 2015

DALLANA MARTIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES APR 10, 2015
ACTING IN COUNTY OF

Wayne

B. No. 00885
STATE OF MICHIGAN } ss.
County of Wayne }

E-329

NOTARIAL ACKNOWLEDGMENT

I, CATHY M. GARRETT, Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a seal.

Dauana Martin

Do Hereby Certify, That _____
whose name is subscribed to the Certificate or Proof of acknowledgment of the annexed instrument and therein written, was, at the time of taking such proof or acknowledgment a Notary Public in and for said County, duly commissioned and qualified and duly authorized to take the same. And, further, That I am well acquainted with the handwriting of such Notary Public, and verily believe that the Signature to the said Certificate or proof of acknowledgment is genuine. I further certify, That said instrument is executed and acknowledged according to the laws of this State.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County,

at Detroit, this 19th day of March A.D. 20 13

CATHY M. GARRETT, Clerk

Aisha Davis Deputy Clerk

A7

A8

Shaykhamaxum Samal Shariq
Native American Tribal Court Ordered Name Change

[Damita Collette Johnson El Bey]

Formerly known as

[DAMITA JOHNSON]

BIRTH DATE: 2-8-1975

Aboriginal Cherokee Choctaw Tribal Court
Aboriginal Republic of North America
ISIS file #101

Pursuant to all Treaties with the Aboriginal Cherokee Choctaw
Including any and all U.S. Statutes protecting Indigenous Americans

Tribal Court Ordered Name Correction Pursuant To Aboriginal American Citizenship

- I [Damita Collette Johnson El Bey] am of the age of maturity to make this affidavit and the facts herein
- I [Damita Collette Johnson El Bey] am mentally competent to make this Official Affidavit of Facts for the Record
- I [Damita Collette Johnson El Bey] have personal knowledge of the facts in this affidavit
- This affidavit is made under penalties of perjury and must be responded to by a counter affidavit within 30 days or it will stand as undisputed fact as a matter of law

"I declare under penalty of perjury under the laws of my Indigenous Nation and under the laws United States of America that the foregoing is true and correct.

[Made Pursuant to the Isis Constitution & the United States Constitution & Title 28 USCA Section 1746]

Pursuant to International Law, Domestic National Natural Law of Indigenous & Aboriginal Peoples and National/Citizens of the Republic of The United States of America, and in Compliance with United States Constitutional Treaty Standards According to Article VI of the United States Constitution the Following Living Being makes this Affidavit of

Appellation/Name Change
[DAMITA JOHNSON]

Shall be forever known by the following Native & Indigenous American Name and all records of Status will reflect the following appellation/name.

[Damita Collette Johnson El Bey]

Is a registered member of Klan: Xi-Amaru Tribe Aboriginal Cherokee Choctaw international entities: International Society of Indigenous Sovereigns an Internationally organized Indigenous Society that works towards the efforts of claiming Indigenous Status and Rights of Republican Natural Governments via Domestic and International laws protecting Indigenous peoples and Native Americans specifically. This notice is made Internationally, Domestically[National, State], and Locally.

United Nations Declaration on the Rights of Indigenous Peoples UN61/295

Universal Declaration of Human Rights in Article 15;

Article 15.

1) Everyone has the right to a Nationality.

2) No one shall be arbitrarily deprived of his nationality nor denied the right to change his nationality

Old Signature/Authentication Seal *[Signature]*

New Signature/ Authentication Seal *[Signature]*

County *[Signature]* State *[Signature]*

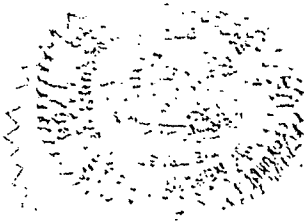
Sworn and Subscribed before me, *[Signature]* this *16* (day) *10* (month) *2013* (year)

Notary Signature *[Signature]*

DALIANA MARTIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Apr 10, 2015
ACTING - COUNTY OF *[Signature]*

A9

B. No. 1000
STATE OF MICHIGAN } ss.
County of Wayne }



E-379

NOTARIAL ACKNOWLEDGMENT

I, CATHY M. GARRETT, Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a seal,

Do Hereby Certify That Dawana Martin whose name is subscribed to the Certificate or Proof of acknowledgment of the annexed instrument and therein written, was, at the time of taking such proof or acknowledgment a Notary Public in and for said County, duly commissioned and qualified and duly authorized to take the same. And, further, That I am well acquainted with the handwriting of such Notary Public, and verily believe that the Signature to the said Certificate or proof of acknowledgment is genuine. I further certify, That said instrument is executed and acknowledged according to the laws of this State.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this 19th day of March A.D. 20 13

CATHY M. GARRETT, Clerk

Aisha Davis Deputy Clerk

A10

Indigenous American-Tribal Nationality-Citizenship

- I Damita Collette Johnson El Bey am of the age of maturity to make this affidavit and the facts herein
- I Damita Collette Johnson El Bey am mentally competent to make this Official Affidavit of Facts for the Record
 - I Damita Collette Johnson El Bey have personal knowledge of the facts in this affidavit
- This affidavit is made under penalties of perjury and must be responded to by a counter affidavit by any and all parties within 30 days or it will stand as undisputed fact as a matter of law

*I Damita Collette Johnson El Bey declare under penalty of perjury under the laws of my Indigenous Tribal Government and the United States of America that the foregoing is true and correct.

[Made Pursuant to ISIS Constitution, Universal Declaration of Human Rights, UN res. 61/295- Declaration of Human Rights, UN res. 60/147 Human Rights Law, Hague Convention, & Title 28 USCA Section 1746]

Appellation: Damita Collette Johnson El Bey

Title: Indigenous Ministerial Ambassador

Aboriginal Xi-Amaru- Aboriginal republic of North America - INTERNATIONAL INDIGENOUS SOCIETY

Indigenous National (Damita Collette Johnson El Bey) is protected under International Law United Nations Declaration on the Rights of Indigenous Peoples (Article 6) – Every Indigenous individual has a right to a nationality, United Nations Declaration of Human Rights (Article 15) (1) – Everyone has the right to a nationality (2) No one shall be arbitrarily deprived nor denied the right to change his nationality

* Pursuant to The Declaration of Indigenous Rights enacted by the Organization American States which the United States and all its Departments are subject to All Articles Incorporated

* Pursuant to the United Nations Declaration of the Rights of Indigenous Peoples UN 61/195 All Articles Incorporated

* Pursuant to UN 60/147 Basic Principles and Guidelines on the Right to a Remedy and Reparation for Victims of Gross Violations of International Human Rights Law and Serious Violations of International Humanitarian Law

* Pursuant to the Treaty of Watertown 1776 and the United States Constitution [Article VI]

* Pursuant to United States Code Title 18 Section 112 Protections of Internationally Protected Persons

* Pursuant to United States Code Title 18 Section 241 Conspiracy Against Rights & 242 Deprivation of Rights Under Color of Authority

I, Damita Collette Johnson El Bey having the lawful and legal status as a National of an Aboriginal Indigenous Nation [Klan- Xi Amaru - Aboriginal Cherokee Choctaw] and Confederation [ISIS] and the status of Indigenous American of Moorish descent am a [United States National] by contract and Treaty. I have a permanent allegiance to the United States by way of all applicable Treaties with the United States with the United States. My Lineage and Nationality is Indigenous American of Moorish Descent. I recognize and respect all the laws governing the Republic of the United States of America. I recognize all International Laws that apply to Indigenous Peoples. I recognize my Indigenous Constitutions Constitution and the United States Constitution as the Supreme Laws of the Land along with all of the Treaties, which are also the Supreme law of the land. I will honor and obey all of the laws that pertain to my Indigenous Nationality and status. By recognizing the laws of the United States and United States of America I am not relinquishing any of my Indigenous rights or rights according to Treaty agreements.

I, Damita Collette Johnson El Bey am not a corporate citizen, fictitious entity, artificial person, 14th amendment citizen of the United States subject to the public debt obligation, or surety that is civilly dead. I am a Certified Ministerial Ambassador of my Indigenous Government, Faith, and Spiritual Practices. I have no tax liability from any corporate agencies due to my status. I herein Reserve All of my inherent Natural Rights, Indigenous Aboriginal Rights as an Indigenous American of Moorish descent, my Constitutional Rights, and all International rights that apply.

Damita Collette Johnson El Bey
(Authentication Seal/Signature)*

County Wayne State Michigan

Sworn and Subscribed before me Danica Johnson this (day) 15 (month) 5 (year) 2013

Notary Signature Danica Johnson

© International Society of Indigenous Sovereigns

DAIANA MARTIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES APR 10 2014
ACTING COUNTY OF Wayne

All

Doc I.D. #5398015

**Aboriginal Republic of North America
Xi-Amaru Tribal Government (Aboriginal Cherokee Choctaw U.A. ©)**

**Affidavit & Notice of Fraudulent Negotiable Instrument
[Birth Certificate]
& Cancellation/Rescission of any and all Endorsements**

(DAMITA COLLETTE JOHNSON)
Notice of Denationalization & Genocidal Activity
Upon Aboriginal American Child of the Aboriginal (Xi-Amaru) Tribe
Of the Aboriginal Republic of North America Xi Amaru Tribal Government
Aboriginal Cherokee Choctaw U.A.

Notice from the [Aboriginal Republic of North America] as Trustees for:

•Cest Que Trust (DAMITA COLLETTE JOHNSON)

•PLEASE FORWARD THIS NOTICE TO YOUR LEGAL DEPARTMENT AND STATE REGISTRAR

•For Flesh & Blood National: (Damita Collette Johnson El Bey) fraudulently named (DAMITA COLLETTE JOHNSON)

•Notice to: [[STATE OF Michigan]

•Department of Health, Division of Vital records

•Street Name & Number 1805 Feltm County: Wayne [State Michigan] Republic

•I (Damita Collette Johnson El Bey) am of the age of maturity to make this affidavit and the facts herein

•I (Damita Collette Johnson El Bey) am mentally competent to make this Official Affidavit of Facts for the Record

•I (Damita Collette Johnson El Bey) have personal knowledge of the facts in this affidavit

•This affidavit is made under penalties of perjury and must be responded to by a counter affidavit by any and all parties within 10 days or it will stand as undisputed fact as a matter of law

•I (Damita Collette Johnson El Bey) declare under penalty of perjury under the laws of the Aboriginal Republic of North America Xi-Amaru Tribal Government entered into commerce as Aboriginal Cherokee Choctaw U.A. and the United States of America that the foregoing is true and correct.

[Made Pursuant to [ARNA ISIS Constitution, Constitution for the United States of America, Universal Declaration of Human Rights, UN res. 61/295- Declaration of Indigenous Rights, UN res. 60/147 Human Rights Law, Hague Convention, Genocide Clauses Title 18 United States Code sec 1091 & Title 28 USCA Sec 1746]

Affidavit of Facts

Re: Notice of Revocation of Signature, and Rescission / Termination / Invalidation / Cancellation and/ Extinguishment of contract, record, quasi-Contract, Agreement, Implied, Expressed, Tacit Contractual Consent or Power of Attorney within the Jurisdiction of the United States & United States of America and all Laws, Codes, Statutes, Ordinances, and Regulations in pursuance thereof.

1) As an Aboriginal- American of Moorish Descent and a US National of the United States of America I understand that a birth certificate is a bond and negotiable instrument as defined at State Law Uniform Commercial Code Article 3 Negotiable Instruments section 104 and I through a right to contract have declined to enter into this type of contract which was created through fraud duress coercion upon my child as an infant and instead I choose to use a lawful affidavit or other document to identify my child's manifestation and birth by and through an Aboriginal Baptismal Record.

Initial DC

A12

2) Based on the fraudulent instrument [birth certificate] that was issued to me someone unlawfully and fraudulently issued my family a negotiable instrument through threat duress and coercion which was signed for and authorized a birth certificate to be issued to me under a fraudulent pretenses and a fraudulent artificial person/corporate citizen TRUST named (DAMITA COLLETTE JOHNSON)

3) For the record I state that I (Damita Collette Johnson El Bey) never authorized or negotiated in any manner for a bonded fraudulent birth certificate to be issued in the name of (DAMITA COLLETTE JOHNSON) or any other name. This activity was done by Fraud, conspiratorial activity and false endorsement, and lack of disclosure in contract.

4) I consider this act an act of Denationalization and commercial fraud due to the fact that this birth certificate negotiable instrument file no 121-00376816 is a financial instrument that fraudulently, unlawfully, and illegally attempts to turn me an Aboriginal American of Moorish Descent and a living flesh and blood soul into chattel goods of a corporation under the status of corporate citizen with bonds attached that are being sold on the free market.

5) To take by force, duress, or through any other unlawful means children of one nationality by another nationality is an act of genocide according to International and federal law USC 18 Section 1091 carrying a fine up to 1,000,000\$ for each unlawful act. We consider this fraudulent act an act of denationalization and genocide.

•Dear Sir/Madam:

I AM (Damita Collette Johnson El Bey) formerly fraudulently known as corporate citizen cest que Trust (DAMITA COLLETTE JOHNSON). I am a flesh and blood, living being and having rightful claim as a n Aboriginal American of Moorish descent of the Republic of the United States of America and an Aboriginal Indigenous American of the Aboriginal republic of North America and its Indigenous Government and as afforded through Natural Law, Constitutionally guaranteed, secured, and protected substantive rights I am officially canceling all contracts whether they be expressed, implied or tacit contractual agreements with the entities named the Division of Vital Records' and All Vital Records Agents and all other agencies under the authority of these entities. These entities and all agents are hereby given official lawful and legal Notice of termination and cancellation of any and all former contracts and agreements and removal of all records bearing the name (DAMITA COLLETTE JOHNSON)

The purpose of this letter and the attachments incorporated herein by this reference, is to give your office NOTICE of my election to cancel & revoke my signatures or any one attempting to endorse on my behalf on any and all Documents and Things in your possession, custody and/or control and/or the possession, custody and/or control of any Department, Agency and/or their political subdivisions; and of my election to Cancel, Rescind, Terminate, Extinguish, and render Null and Void for any purpose whatsoever, any Contract, quasi-Contract, Agreement, Implied, expressed, or tacit contractual consent and/or Power of Attorney which I or my property may have entered into or given to This entity and all agents, your department and/or its predecessors, and/or Municipal government and/or their political subdivisions as those Contract, quasi-contracts, Agreement, implied, expressed, and/or tacit contractual consents and/or Power of Attorney were obtained as the result of lack of full understanding and disclosure of the nature of the contracts or may have been due to threat, duress, and coercion undue influence and/or Concealment of the materials facts relevant to a meeting of the minds, and make those Contracts, quasi-Contracts, Agreement, Implied, expressed, and/or tacit Contractual Consents void ab initio (Void from the beginning) and terminated upon my discovery and election.

I understand that such an election of remedy requires a NOTICE of my election and the grounds therefore, which grounds are set forth herein, attached hereto, and incorporated herein fully set forth by this reference.

The BIRTH CERTIFICATE/ CERTIFICATE OF LIVE BIRTH for (DAMITA COLLETTE JOHNSON) CORPORATE CITIZEN et al was a record/contract application that was done without full knowledge & disclosure of the contract's impact on the guaranteed, secured, and protected substantive rights as Aboriginal American of Moorish Descent and a U.S. National of the Republic of the United States of America and my Aboriginal Indigenous Status. At the time of the application in question, (DAMITA COLLETTE JOHNSON)

Initial LC

A13

CORPORATE CITIZEN was an infant et al was incompetent to enter into the contract/ agreement as my parents were coerced through threat and duress to participate in fraud. The acceptance and subsequent usage was not based on full knowledge or disclosure of the child's natural substantive rights. I nor my property or guardians were informed by any person or persons, at the time or at any time thereafter, that it is not required to apply for and/or accept such a number in order to obtain work in any occupation or profession of common right in the Republic of the United States of America.

Further (DAMITA COLLETTE JOHNSON) CORPORATE CITIZEN an infant et al was not informed that application for and/or acceptance of the birth certificate identified by number 121-603768 would subject him to a fraudulent contract with the State of Mississippi incorporated and a 14th Amendment corporate citizenship and subjecting him to other jurisdictions of Local Municipal, State and/or Federal / District, International Department, Agency, and Offices, which is fraudulent an act of denationalization and genocide and is against the law and against my Indigenous, Political, and personal rights based on nationality, religion, and all other unalienable natural rights.

Had I been so informed, I would NOT have made such an application/record/contract nor would I have accepted such a bond contract and or number for myself and the grants and privileges associated with such a contract as a CORPORATE CITIZEN CEST QUE TRUST (DAMITA COLLETTE JOHNSON)

Notwithstanding that I do not choose to continue to perform pursuant to and/or under contract, quasi-contract / agreement / implied consents and/or convictions, and/or Powers of Attorney which I consider to be against my rights in contract and my nationality, as I am accountable to my Creator and my Indigenous Government for my Natural Birthright. I the flesh and Blood Aboriginal (Damita Collette Johnson El Bey) do not wish to suffer the consequences these types of actions would cause [in justice] which would mete to me for knowingly and voluntarily relinquishing my Indigenous, Natural, Political and Personal Rights, Duties, and Responsibilities.

Therefore, by this AFFIDAVIT & OFFICIAL NOTICE I am revoking my authentication and/or signatures or any made on my behalf on any and all documents/records, contracts and things which you or your Department or Administration may be or do have in your possession in respect to myself custody and/or control which indicate, represent and/or establish any contract, quasi-contract, Agreement, implied consent and/or Power of Attorney entered into or given by (DAMITA COLLETTE JOHNSON) CORPORATE CITIZEN an infant et al to you, your department or Administration, and/or its predecessors.

By this AFFIDAVIT & OFFICIAL NOTICE I am Canceling, Rescinding, Terminating, Extinguishing, and rendering Null and Void for any purpose whatsoever, any and all Contract, quasi-Contract, Agreement, Implied, Expressed, and Tacit Contractual Consents and/or Power of Attorney entered into or given by me to you in respect to my child, your department or Administration and/or its predecessors.

Further, I am requiring of you and your department or administration, Agencies, commissions, and/or Divisions, and/or the agents, officers and/or employees thereof, under the authority of International Laws mentioned herein my Aboriginal Constitution and the Constitutional of the United States of America, which protects, guarantees, and secures my Indigenous, natural, political, and private rights and property that within (3) three days of your receipt of this AFFIDAVIT and OFFICIAL NOTICE, all documents/records/contracts and things in your and your department's possession, ownership, control, or custody bearing the appellation/name or signature of (DAMITA COLLETTE JOHNSON) CORPORATE CITIZEN et al be purged.

All numbers become Null and Void, all files bearing the name (DAMITA COLLETTE JOHNSON) CORPORATE CITIZEN et al must be destroyed; any reference in any file is nullified; and written response be made to (Damita Collette Johnson El Bey) formerly fraudulently known as (DAMITA COLLETTE JOHNSON) CORPORATE CITIZEN et al reporting full cancellation, rescission, extinguishment and termination of any and all contractual relations between us, therefore acknowledging this affidavit and official notice, which is a requirement by law.

I am returning all property that I have in my possession including: Birth Certificates to the Division of Vital Records, Street City State Postal Code.

Henceforward, (Damita Collette Johnson El Bey) CORPORATE CITIZEN now and forever known as Damita Collette Johnson El Bey) will proceed as Aboriginal American of Moorish descent and U.S. National of the Republic of the United States of America.

Thank you for your attention and for your prompt and full compliance with the terms of this AFFIDAVIT & OFFICIAL NOTICE. Your courtesy is appreciated.

Send Responses to:

United States of America

"With explicit reservation of all rights Aboriginal and in the Republic of the United States of American and all International and natural rights and state commercial rights UCC 1-308 or 1-207, 1-103, 7-103, 9-311"

Initial DC

A14

DEMAND FOR REMEDY

PLEASE FORWARD THIS NOTICE TO YOUR LEGAL DEPARTMENT IMMEDIATELY

THIS IS A CERTIFIED AFFIDAVIT AND COMMERCIAL DRAFT AND DISHONOR MAY CREATE A CRIMINAL AND OR CIVIL/FINANCIAL LIABILITY UPON ANY INVOLVED PARTIES

- * Pursuant to The Declaration of Indigenous Rights enacted by the Organization American States which the United States and all its Departments are subject to All Articles Incorporated
- * Pursuant to the United Nations Declaration of the Rights of Indigenous Peoples UN 61/195 All Articles Incorporated
- * Pursuant to UN 60/147 Basic Principles and Guidelines on the Right to a Remedy and Reparation for Victims of Gross Violations of International Human Rights Law and Serious Violations of International Humanitarian Law
- * Pursuant to all Applicable Treaties between Aborigines & Moors of Our Jurisdiction and the United States of America
- * Pursuant to the United States Constitution All articles and amendments
- * Pursuant to United States Code Title 18 Section 112 Protections of Internationally Protected Persons
- * Pursuant to United States Code Title 18 Sections 241 Conspiracy Against Rights & 242 Deprivation of Rights Under Color of Authority and all laws mentioned in this affidavit

D. Martin All Rights Reserved
(Authentication Seal/Signature)*

State: MichiganCounty: Wayne

Affirmed and signed/sealed before me D. Martin this 11 day of March in the Year 2013.
2013 Aboriginal Year 15098

DALLANA MARTIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Apr 10, 2015
ACTING COUNTY OF Wayne

B. No. 9802
STATE OF MICHIGAN } ss.
County of Wayne }

NOTARIAL ACKNOWLEDGMENT

I, CATHY M. GARRETT, Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a seal, Dallana Martin

Do Hereby Certify, That whose name is subscribed to the Certificate or Proof of acknowledgment of the annexed instrument and therein written, was, at the time of taking such proof or acknowledgment a Notary Public in and for said County, duly commissioned and qualified and duly authorized to take the same. And, further, That I am well acquainted with the handwriting of such Notary Public, and verily believe that the Signature to the said Certificate or proof of acknowledgment is genuine. I further certify, That said instrument is executed and acknowledged according to the laws of this State.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this 19th day of March A.D. 20 13

CATHY M. GARRETT, Clerk

Dallana Martin Deputy Clerk

A/C

Doc# : 2013040432
 Page 2 of 2
 Date: 04/06/2013 6:58PM
 Filed & Recorded in
 Official Records of
 WASH DC RECORDER OF DEEDS
 IDA WILLIAMS

RECORDER OF DEEDS
 Doc Type: EFINANCING

PROCESSING	\$	5.00
E-RECORD	\$	25.00
ESURCHARGE	\$	6.50

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT		
1a. ORGANIZATION'S NAME		
DAMITA COLLETTE JOHNSON-CESTI QUE TRUST		
OR	1b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names					
11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE COUNTRY
11g. TAX ID # SSN OR EIN	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11i. ORGANIZATIONAL ID #, if any	
				<input type="checkbox"/> NONE	
12. ADDITIONAL SECURED PARTY'S or ASSIGNOR'S NAME - insert only one name (12a or 12b)					
12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS			CITY	STATE	POSTAL CODE COUNTRY
13. This FINANCING STATEMENT covers <input type="checkbox"/> timber to be cut of <input type="checkbox"/> pre-existing collateral, or is filed as a <input type="checkbox"/> future filing.					
14. Description of real estate.					
15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest).					
16. Additional collateral description					
maturity in any international, nation state, state, municipal, or indigenous jurisdiction or as a part of a real defense/claim in recoupment for damages for violation of this perfected security interest in all property herein as this Irrevocable Trust Agreement is pursuant to Uniform Commercial Code 9311, 7103 and all other clauses of law in all International Law, International laws protecting Aboriginal Indigenous Peoples, Domestic Statutes of the United States affording protection for persons belonging to Aboriginal tribes and other rights and remedies are reserved herein.					
17. Check only if applicable and check only one box					
Debtor is a <input checked="" type="checkbox"/> Trust or <input type="checkbox"/> Trustee acting with respect to property held in trust or <input type="checkbox"/> Decedent's Estate					
18. Check only if applicable and check only one box.					
<input type="checkbox"/> Debtor is a TRANSMITTING UTILITY					
<input type="checkbox"/> Filed in connection with a Manufactured-Home Transaction -- effective 30 years					
<input type="checkbox"/> Filed in connection with a Public Finance Transaction -- effective 30 years					

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV 07/29/98)

Exhibit B

COLONIAL TITLE COMPANY
SEARCH REPORT

Record Search Furnished to: Damila Johnson
18945 Fielding
Detroit, MI 48219

Customer Reference Number:

This search consists of entries recorded with the Office of the Register of Deeds, based upon legal description herein.

This is not a Title Insurance Policy, and should not be relied upon as such. THIS IS NOT AN "ENVIRONMENTAL SEARCH".

In consideration of the issuance of this search, it is agreed that Colonial Title Company, shall not be liable for any loss of damage arising from incorrectness or incompleteness of this search unless such incorrectness or incompleteness is the result of the intentional omission or misdescription by the Company, with the formed intent of harming the applicant of the search. In no event, as evidenced by the charge for this search, does Colonial Title Company undertake any liability arising from:

1. Consequential or punitive damages, loss of anticipated profits, costs of toxic waste cleanup or other loss so related;
2. Any type of loss which would result from the accuracy of a determination that any street address given and legal description searched constitute the same premises;
3. Any instrument (however designated) filed in the Office of the Register of Deeds pursuant to the Uniform Commercial Code P.A. 1962, No. 174, effective January 1, 1964; and/or
4. Any records of the Circuit, Probate or other Courts nor any records other than the records in the Office of the Register of Deeds.

Covering property described as: 18945 Fielding St., Detroit, MI 48219

We have searched the records in the Office of the Register of Deeds for Wayne County and find no conveyances describing said property in said office from said beginning date to February 4, 2013 at 8:00am.

See attached Rider "B"

Colonial Title Company
Raymond DeBates, President

B.V.

COLONIAL TITLE COMPANY

27500 Harper Ave.
St. Clair Shores, MI 48081
Phone: (586)439-6300
Fax: (586)774-5950

FAX COVER LETTER

To: Damita Johnson
Company Name: Damita Johnson
Fax No.:
Email: johnsondamita@sbcglobal.net
Customer No.:
Date: February 22, 2013
From: Opal

Property Address: 18945 Fielding St., Detroit, MI 48219

File No.: 19189

Message: Attached is your requested search and invoice. Please call Colonial Title Company with any questions or problems you may have. Thank you for your business.

ADDITIONAL COMMENTS:

B2

RIDER "B"
SEARCH OF TITLE

From examination of the records in the Register of Deeds Office, Wayne County, Michigan, up to February 4, 2013 at 8:00am.

PROPERTY DESCRIPTION:

Land Situated in the City of Detroit, County of Wayne and State of Michigan described as follows:

The North 18 feet of Lot 91 and the South 22 feet of Lot 92 - C.W. Harrah's Redford Subdivision, as recorded in Liber 57, Page 80 of Plats, Wayne County Records.

Commonly Known As: 18945 Fielding St., Detroit, MI 48219

Tax ID Number: WARD: 22 - (ITEM: 102910

Apparent Owner: Damita C. Johnson

Title deed dated 06/15/99 and recorded 07/14/99 in Liber 30245, Page 7322, Wayne County Records.

2011 and prior taxes are paid.

2012 Summer taxes are PAID \$1,335.62

2012 Winter taxes are PAID \$151.05

SPECIAL ASSESSMENTS: NONE SHOWN ON WEBSITE

Tax amounts as shown are base amounts only and do not include any penalty or interest.

Sheriff's Deed dated, 11/01/12, recorded 11/16/12, in Liber 50301, Page 524, which was given upon foreclosure of the mortgage recorded 05/28/08, in Liber 47263, Page 1063, and assigned to BAC Home Loans Servicing, L.P., in assignment recorded in Liber 48793, page 1046, Wayne County Records. SAID RIGHT TO REDEEM TO EXPIRE SIX MONTHS FROM THE DATE THEREOF, 05/01/13.

Mortgage in the original amount of \$13,645.00, executed by Damita C. Johnson, unmarried, to Hansons Madison Heights, dated 05/31/08, recorded 07/18/08, in Liber 47374, Page 408, and assigned to FCC Investment Trust I in Liber 47419, Page 1185, Wayne County Records.

Interest of Let Me Help U Irrevocable Trust as evidenced by a Revised Grant deed dated 08/17/10 and recorded 11/03/10 in Liber 48824, Page 1299, Wayne County Records. NOTE: The Grantor(s) on said deed did not have a recorded interest in subject property at the time the deed was done.

Under this form of Search, this Company is not an Insurer of the above Title, nor does it guarantee the Title or any evidence thereto and is not liable for any inaccuracies involving environmental searches or determinations.

The liability is limited to the amount paid for the Search. Rider attached to and forming a part of Search No. 19189

Colonial Title Company
Raymond DeBates, President

Exhibit C

Liber-30245 Page-7322.0
 99375368 7/14/1999 04:16PM
 F.E. Youngblood, Wayne Co. Register of Deeds
 RDHOLKAY

9971055 JUL 14 1999

STATE OF
MICHIGAN

WAYNE COUNTY
 AUGUST 17, 1999
 RECEIPT #2850

REAL ESTATE
TRANSFER TAX

\$ 69.85-CO
 \$ 476.25-ST
 STAMP #10221444B

WARRANTY DEED

Great Lakes Title of Michigan (2)

GLT FILE NO. 35-8650

The Grantor(s) JOSEPH T. CHASE, A MARRIED MAN

whose address is P.O. BOX 2622, SOUTHFIELD, MI.48037-2622

Convey(s) and Warrant(s) to DAMITA C. JOHNSON

whose address is 18945 FIELDING, DETROIT, MI.48219

The following described premises situated in the CITY of DETROIT, County of WAYNE, STATE of MICHIGAN:

THE NORTH 18 FEET OF LOT 91 AND THE SOUTH 22 FEET OF LOT 92, C.W. HARRAH'S REDFORD
 SUBDIVISION, AS RECORDED IN LIBER 57, PAGE 80 OF PLATS, WAYNE COUNTY RECORDS.

Commonly known as: 18945 FIELDING

For the sum of SIXTY-THREE THOUSAND FIVE HUNDRED AND 00/100 (\$63,500.00) DOLLARS.

Subject to easements and building and use restrictions of record, if any.

Dated: JUNE 15, 1999

Signed in the presence of:

Signed by:

Judith J. Coffman
 JUDITH J. COFFMAN

Joseph T. Chase
 JOSEPH T. CHASE, A MARRIED MAN

Everett M. Hughes
 EVERETT M. HUGHES

STATE OF MICHIGAN
 COUNTY OF WAYNE

The foregoing instrument was acknowledged before me on JUNE 15, 1999, by JOSEPH T. CHASE, A MARRIED MAN

Judith J. Coffman
 Notary Public, Oakland, acting in Wayne County, Michigan
 My commission expires: 7/21/2000

JUDITH J. COFFMAN

County of Wayne, Michigan. There are no tax liens or taxes on
 this property and that taxes are paid for FIVE YEARS
 previous to date of this instrument EXCEPT

This is a true and correct copy of the original instrument
 on this property and that taxes are paid for FIVE
 YEARS previous to date of this instrument.

No. 3562 Date 7-2-99

WAYNE COUNTY TREASURER

When Recorded Return To:
 DAMITA C. JOHNSON

18945 FIELDING

DETROIT, MI.48219

109 JUN 29 1999
 Drafted By: Treasurer, City of Detroit
 BRUCE SCHLUSSEL
 Business Address:
 GANNON REAL ESTATE
 20601 GRAND RIVER
 DETROIT, MI.48219

State Transfer Tax \$476.25

Tax ID = WAYNE ITEM NO. 100310

Exhibit D

2010 OCT 15 AM 9:31

Bernard J. Youngblood
Wayne County Register of Deeds
October 15, 2012 09:31 AM
Liber 48793 Page 1045-1045
0201033970 0000 REC FEB 11 10 03

ASSIGNMENT OF MORTGAGE

Johnson, Denise C

T&T # 345032F01

KNOW ALL MEN BY THESE PRESENTS, that Mortgage Electronic Registration Systems, Inc. as nominee for Lender and Lender's successors and/or assigns, 1818 Library Street, Suite 300, Reston, VA 20190, party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, lawful money of the United States of America, to it paid by: BAC Home Loans Servicing, L.P., 400 Countywide Way, Simi Valley, CA 93065-6298, party of the second part, the receipt whereof is hereby acknowledged, has sold, assigned and transferred, and does hereby sell, assign and transfer to the said party of the second part, all the right, title and interest of the said party of the first part in and to a certain real estate mortgage made by Darnita C. Johnson, A Single Woman, original mortgagor(s), to Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns, Mortgagee, dated May 2, 2008, and recorded on May 28, 2008 in Liber 47263 on Page 1063, in Wayne county records, Michigan.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 1st day of October, 2010.

in the presence of:

Signed:

Mortgage Electronic Registration Systems, Inc as nominee for
Lender and Lenders successors and/or assigns

By Ellen L. Coar, Vice President, for Mortgage Electronic
Registration Systems, Inc. pursuant to Agreement for Signing
Authority dated 05/19/2009

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

This instrument was acknowledged before me in Oakland County, State of Michigan, on this 1st day of October, 2010, by Ellen L. Coon, Vice President, for Mortgage Electronic Registration Systems, Inc., pursuant to Agreement for Signing Authority dated 05/19/2009, for the corporation.

Michael G. Voss, Notary public
State of Michigan, County of Wayne
My commission expires January 9, 2017
Acting in the County of Oakland

When Recorded Return To:
Trom & Trom, P.C.
31440 Northwestern Highway, Suite
200
Farmington Hills, MI 48334-2525

Drafted by: Marty J. Ford
Trot & Trot, P.C.
31440 Northwestern Highway, Suite
200
Farmington Hills, MI 48334-2525

City of Detroit:
Legal Description:
The North 18 Feet of Lot 91 and the South 22 Feet of Lot 92, C.W. Harrah's Redford Subdivision, as Recorded in
Libert 57, Page 89 of Plans, Wayne County Records.

Tax Parcel No. 22/102910

Property Address
18945 Fielding St
Detroit, MI 48219-2511

2009 OCT -2 AM 8:29

Exhibit E

Bernard J. Youngblood
Wayne County Register of Deeds
October 02, 2009 09:29 AM
Liber 48148 Page 798-799
P239348884 ASG FEE: \$15.00

ASSIGNMENT OF MORTGAGE

Sneed, John

T&T # 112335F02

KNOW ALL MEN BY THESE PRESENTS, that Mortgage Electronic Registration Systems, Inc as nominee for Lender and Lenders successors and/or assigns, 1395 Spring Hill Rd, suite 310, Vienna, VA 22182, party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, lawful money of the United States of America, to it paid by: The Bank of New York Mellon f/k/a The Bank of New York as Trustee for the Certificate Holders of CWABS 2004-05, 400 Countrywide Way, Simi Valley, CA 93065-6298, party of the second part, the receipt whereof is hereby acknowledged, has sold, assigned and transferred, and does hereby sell, assign and transfer to the said party of the second part, all the right, title and interest of the said party of the first part in and to a certain real estate mortgage made by John Sneed, A Married Man and Enola Sneed, His Wife, original mortgagor(s), to Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns, Mortgagee, dated April 28, 2004, and recorded on June 7, 2004 in Liber 40734 on Page 540, in Wayne county records, Michigan

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 29th day of September, 2009.

In the presence of:

Signed:

Mortgage Electronic Registration Systems, Inc as nominee for Lender and Lenders successors and/or assigns

By Kenneth E. Kurel
Kenneth E. Kurel, Vice President, for Mortgage Electronic Registration Systems, Inc., pursuant to Agreement for Signing Authority dated 05/19/2009

STATE OF MICHIGAN)

)SS.

COUNTY OF OAKLAND)

This Instrument was acknowledged before me in Oakland County, State of Michigan, on this 29th day of September, 2009, by Kenneth E. Kurel, Vice President, for Mortgage Electronic Registration Systems, Inc., pursuant to Agreement for Signing Authority dated 05/19/2009, for the corporation

Danielle K. Olkowski
Danielle K. Olkowski, Notary public
State of Michigan, County of Macomb
My commission expires January 4, 2013
Acting in the County of Oakland

When Recorded Return To:
Trott & Trott, P.C.
31440 Northwestern Highway, Suite
200
Farmington Hills, MI 48334-3525

Drafted by: Kenneth E. Kurel
Trott & Trott, P.C.
31440 Northwestern Highway, Suite
200
Farmington Hills, MI 48334-3525

City of Detroit:

Legal Description:

Lots 19 and 20, including adjoining 1/2 of the vacated alley at the rear thereof, of Allen L. Lamphere's Redford Subdivision, according to the Plat Thereof Recorded in Liber 28 of Plats, Page 98 of Wayne County Records

Tax Parcel No. 22-116352 Lot 1922-116351 Lot 20

Property Address
16734 Lamphere St
Detroit, MI 48219-3761

Description: Wayne, MI Document-Book Page 48148, 798 Page: 1 of 1
Order: 16716 Comment:

Exhibit F

Name: Damita C. Johnson
Mailing Address: 18945 Fielding
Detroit, Michigan [48219]

Loan#: 184066130
Mortgage Identification Number (MIN): 10032413508065989

Date: November 18, 2012

Attn: CEO/President Brian Moynihan
BANK OF AMERICA N.A., Correspondence Dept.
CA6-919-02-41
P.O. Box 5170
Simi Valley CA 93062
USPS Certified Mail #: 7010 0780 0001 6060 9025

Attn: CEO/President Gerald L. Hassell
BANK OF NEW YORK MELLON
One Wall Street
New York, NY 10286
USPS Certified Mail #: 7010 0780 0001 6060 9032

Loan# 184066130

Mortgage Identification Number (MIN): 10032413508065989

Borrower Name(s): DAMITA C. JOHNSON
Hereinafter known as Damita C. Johnson [Trustee Custodian]

Property Address: 18945 FIELDING, DETROIT, MICHIGAN [48219]

Re: RESPA QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT,
& VALIDATION OF DEBT LETTER & TILA REQUEST

Please treat this letter as a "qualified written request" under the Real Estate Settlement
Procedures Act, 12 U.S.C. Section 2605(e).

Dear Madam or Sir:

I am writing to you to complain about the accounting and servicing of my mortgage(s) and my
need for understanding and clarification of various charges, credits, debits, transactions,
reversals, actions, payments, analyses, and records related to the servicing of my loan(s) from its
origination to the present date.

To date, the documents and information I have, that you have sent me, and the conversations
with your service representatives cannot answer my many questions.

It is my understanding that your company has been accused as engaging in one or more
predatory lending and servicing schemes. As a U.S. National citizen; Indian citizenship Act
1924; codified in 8 U.S.C. Sec. 1401 (b), I am extremely concerned about such practices by
anyone, let alone my own mortgage company or anyone who has held a beneficial interest in my

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loan(s). I am concerned that such abuses are targeting the **uneducated and uninformed** consumer and disadvantaged, poor, elderly and minority Americans.

Needless to say, I am most concerned as a borrower. I am worried that potential fraudulent and deceptive practices by unscrupulous brokers; sales and transfers of mortgage servicing rights; deceptive and fraudulent servicing practices to enhance balance sheets; deceptive, abusive and fraudulent accounting tricks and practices may have negatively affected my credit rating, mortgage account(s) and/or the debt(s) or payment(s) I am legally obligated to.

Because of this and other reasons that leave me to fear that I have been a victim of predatory lending, I am disputing the validity of the current debt(s) you claim I owe. By debt(s) I am referring to the principal balance claimed owed; the calculated monthly payment, calculated escrow payment and any fees claimed to be owed by you or any trust or entity you may represent.

To independently validate my debt(s), I need to conduct a complete exam, audit, review and accounting of my mortgage loan(s) from its inception through the present date. Upon receipt of this letter, please refrain from reporting any negative credit information [if any] to any credit reporting agency, until you respond to each of my requests.

I also request that you kindly conduct your own investigation and audit of my account(s) since its inception to validate the debt(s) you currently claim I owe. I would like you to validate this debt so that it is accurate to the penny!

Please do not rely on previous servicers or originator records, assurances or indemnity agreements and refuse to conduct a full audit and investigation of my account(s).

I understand that potential abuses by you or a previous servicer could have deceptively, wrongfully, unlawfully, and/ or illegally resulted in one or ALL of the following:

1. Increased, the amounts of my monthly payments;
2. Increased, the principal balance I owe;
3. Increased, my escrow payments;
4. Increased the amounts applied and attributed toward interest on my account(s);
5. Decreased the proper amounts applied and attributed toward principal on my account(s); and/or,
6. Assessed, charged and/or collected fees, expenses and misc. charges I am not legally obligated to pay under my mortgage(s), note(s) and/or mortgage agreement(s)

I want to insure that I have not been the victim of such predatory practices.

To insure this, I have authorized a thorough review, examination, accounting and audit of my mortgage loan# 184066130 by mortgage auditing and predatory lending experts. This exam and audit will review my mortgage loan(s) file from the date of my initial contact, application and the origination of my loan(s) to the present date written above.

As such, please treat this letter as a **Qualified Written Request** under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e)(B) and Reg. X Section 3500.21(f)2 of the United

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States Code as well as a request under Truth In Lending Act [TILA] 15 U.S.C. Section 1601, et seq. RESPA provides substantial penalties and fines for non-compliance or failure to answer my questions provided in this letter within twenty [20] days of its receipt!

In order to conduct the examination and audit of my loan(s), I need to have full and immediate disclosure including copies of all pertinent information regarding my loan(s). The documents, requests and answers to my questions are needed by me and others to insure that the loan(s):

1. Was originated in lawful compliance with all federal and state laws, regulations including, but not limited to RESPA, TILA, Fair Debt Collection Act, HOEPA, and other laws;
2. That any sale or transfer of my loan(s) was conducted in accordance with proper laws and was a true sale of my note(s);
3. That the claimed holder in due course of my promissory note(s) and or mortgage agreement(s) is holding such note in compliance with State and Federal laws and is entitled to the benefits of my payments;
4. That all appropriate disclosures of terms, costs, commissions, rebates, kickbacks, fees, etc. were properly disclosed to me at the inception of my loan(s);
5. That each servicer and/or sub servicer of my mortgage(s) has serviced my mortgage(s) in accordance with the terms of my mortgage(s), promissory note(s) and/or mortgage agreement(s);
6. That each servicer and/or sub servicer of my mortgage(s) has serviced my mortgage(s) in compliance with local, state and federal statutes, laws and regulations;
7. That my mortgage loan(s) has properly been credited, debited, adjusted, amortized and charged correctly;
8. That interest and principal have been properly calculated and applied to my loan(s);
9. That my principal balance has been properly calculated, amortized and accounted for and;
10. That no charges, fees or expenses, not obligated by me in any agreement(s), have been charged, assessed or collected from my account(s);

In order to validate my debt(s) and audit my account(s), I need copies of pertinent documents to be provided to me. I also need answers, in writing, to various servicing questions. For each record kept on computer or in any other electronic file or format, please provide a paper copy of all information in each field or record in each computer system, program or database used by you that contains any information on my account number(s) or name(s). As such, please send to me, at my address above, copies of the documents requested below as soon as possible. Please provide me copies of:

- 1) All data, information, notations, text, figures and information contained in your mortgage servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI system, or any other similar mortgage servicing software used by you, any servicer, or sub-servicer of my mortgage account(s) from the inception of my loan(s) to the date written above.
- 2) All descriptions and legends of all Codes used in your mortgage servicing and accounting system so that the examiners, auditors and experts retained to audit and review my mortgage account(s) may properly conduct their work.

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- 3) All assignments, transfers, allonges, or other document evidencing a transfer, sale or assignment of my mortgage(s), mortgage agreement(s), promissory note(s) or other document that secures payment by me to my obligation in these account(s) from the inception of my loan(s) to the present date including any such assignments on MERS.
- 4) All records, electronic or otherwise, of assignments of my mortgage(s), promissory note(s) or servicing rights to my mortgage(s) including any such assignments on MERS.
- 5) All deeds in lieu, modifications to my mortgage(s), promissory note(s) or mortgage agreement(s) from the inception of my loan(s) to the present date.
- 6) The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any Servicers of my account(s) for payment of any monthly payment, other payment, escrow charge, fee or expense on my account(s).
- 7) All escrow analyses conducted on my account(s) from the inception of my loan(s) until the date of this letter;
- 8) The front and back of each and every canceled check, draft, or debit notice issued for payment of closing costs, fees and expenses listed on my disclosure statements(s) including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.
- 9) Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by others or me on my account(s).
- 10) All letters, statements and documents sent to me by your company;
- 11) All letters, statement and documents sent to me by agents, attorneys or representatives of your company;
- 12) All letters, statements and documents sent to me by previous servicers, sub-servicers or others in your loan file(s) or in your control or possession or in the control or possession of any affiliate, parent company, agent, subservicer, servicer, attorney or other representative of your company.
- 13) All letters, statements and documents contained in my loan file(s) or imaged by you, any servicers, sub-servicers of my mortgage(s) from the inception of my loan(s) to present date.
- 14) All electronic transfers, assignments, sales of my note(s), mortgage(s), mortgage agreement(s) or other security instrument(s).
- 15) All copies of property inspection reports, appraisal, BPOs, and reports done on my Property.
- 16) All invoices for each charge such as inspection fees, BPOs appraisal fees, attorney fees, insurance, taxes, assessments or any expense, which has been charged to my mortgage account(s) from the inception of my loan(s) to the present date.
- 17) All checks used to pay invoices for each charged such as inspection fees, BPOs appraisal fees, attorney fees, insurance, taxes, assessments or any expense, which has been charged to my mortgage account(s) from the inception of my loan(s) to the present date.
- 18) All agreements, contracts and understandings with vendors that have been paid for any charge on my account(s) from the inception of my loan(s) to the present date.
- 19) All loan servicing records, payment payoffs, payoff calculations, ARM audits, Interest rate adjustments, payment records, transaction histories, loan histories,

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accounting records, ledgers, and documents that relate to the accounting of my loan(s) from the inception of my loan(s) until present date.

- 20) All loan servicing transaction records, ledgers, registers and similar items detailing how my loan(s) have been serviced from the inception of my loan(s) until present date.

Further, In order to conduct the audit and review of my account(s), and to determine all proper amounts due, I need the following answers to questions concerning the servicing and accounting of my mortgage account(s) from its inception to the present date. Accordingly, can you please provide me, in writing, the answers to the questions listed below.

LOAN ACCOUNTING & SERVICING SYSTEMS

- 1) Please identify for me each loan accounting and servicing system used by you and any sub-servicer or previous servicer from the inception of my loan(s) to the present date so that my experts can decipher the data provided.
- 2) For each loan accounting and servicing system identified by you and any sub-servicer or previous servicer from the inception of my loan(s) to the present date, please provide the name and address of the company or party that designed and sold the system.
- 3) For each loan accounting and servicing system used by you and any sub-servicer or previous servicer from the inception of my loan(s) to the present date, please provide the complete transaction code list for each system so that my experts can adequately audit account(s).

DEBITS & CREDITS

- 1) In a spreadsheet form or in letter form in columnar format, please detail for me each and every credit on my account(s) and the date such credit was posted to my account(s) as well as the date any debit was received.
- 2) In a spreadsheet form or in letter form in a columnar format, please detail for me each and every debit on my account(s) and the date debit was posted to my account(s) as well as the date any debit was received.
- 3) For each debit or credit listed, please provide me with the definition for each corresponding transaction code you utilize?
- 4) For each transaction code, please provide me with the master transaction code list used by you or previous servicers.

MORTGAGE & ASSIGNMENTS

- 1) Has each sale, transfer or assignment of my mortgage(s), promissory note(s), mortgage agreement(s) or any other instrument(s) I executed to secure my debt(s) been recorded in the county property records in the county and state in which my property is located from the inception of my loan(s) to the present date? Yes or No?
- 2) If not, why?
- 3) Is your company the servicer of my mortgage loan(s) or the holder in due course and beneficial owner of my mortgage(s), promissory note(s) and/or mortgage agreement(s)?

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- 4) Have any sales, transfers or assignments of my mortgage(s), promissory note(s), mortgage agreement(s) or any other instrument(s) I executed to secure my debt(s) been recorded in any electronic fashion such as MERS or other internal or external recording system from the inception of my loan(s) to the present date? Yes or No?
- 5) If yes, please detail for me the names of each seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any note(s), mortgage(s), deed or security instrument(s) I executed securing the obligation on my account(s) that was not recorded in the county records where my property is located whether they be mortgage servicing rights or the beneficial interest in my principal and interest payments.

ATTORNEY FEES

- 1) For purposes of my questions below dealing with attorney fees, please consider the terms attorney fees and legal fees to be one in the same.
- 2) Have attorney fees ever been assessed to my account(s) from the inception of my account(s) to the present date?
- 3) If yes, please detail each separate assessment, charge and collection of attorney fees to my account(s) from the inception of my loan(s) to the present date and the date of such assessment to my account(s)?
- 4) Have attorney fees ever been charged to my account(s) from the inception of my loan(s) to the present date?
- 5) If yes, please detail each separate charge of attorney fees to my account(s) from the inception of my loan(s) to the present date and the date of such charge to my account(s)?
- 6) Have attorney fees ever been collected from my account(s) from the inception of my loan(s) to the present date?
- 7) If yes, please detail each separate collection of attorney fees from my account(s) from the inception of my loan(s) to the present date and the date of such collection from my account(s)?
- 8) Please provide for me the name and address of each attorney or law firm that has been paid any fees or expenses related to my account(s) from the inception of my loan(s) to the present date?
- 9) Please identify for me in writing the provision, paragraph, section or sentence of any note(s), mortgage(s), mortgage agreement(s) or any agreement I signed, which authorized the assessment, charge or collection of attorney fees?
- 10) Please detail and list for me in writing each separate attorney fee assessed to my account(s) and for which corresponding payment period or month such fee was assessed from the inception of my loan(s) to present date.
- 11) Please detail and list for me in writing each separate attorney fee collected from my account(s) and for which corresponding payment period or month such fee was collected from the inception of my loan(s) to present date.
- 12) Please detail and list for me in writing any adjustments in attorney fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- 13) Please detail and list for me in writing any adjustments in attorney fees collected and on what date such adjustment was made and the reasons for such adjustment.
- 14) Has interest been charged on any attorney fee assessed or charged to my account(s)? Yes

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or No?

- 15) Is interest allowed to be assessed or charged on attorney fees charged or assessed to my account(s)? Yes or No?
- 16) How much in total attorney fees have been assessed to my account(s) from the inception of my loan(s) until present date? \$ _____
- 17) How much in total attorney fees have been collected on my account(s) from the inception of my loan(s) until present date? \$ _____
- 18) How much in total attorney fees have been charged to my account(s) from the inception of my loan(s) until present date? \$ _____
- 19) Please send to me copies of all invoices and detailed billing statements from any law firm or attorney that has billed such fees that been assessed or collected from my account(s).

SUSPENSE/UNAPPLIED ACCOUNTS

For purposes of this section, please treat the term suspense account and unapplied account as one in the same.

- 1) Has there been any suspense or unapplied account transactions on my account(s) from the inception of my loan(s) until present date?
- 2) If yes, please explain the reason for each and every suspense transaction that occurred on my account(s)? If no, please skip the questions in this section dealing with suspense and unapplied accounts.
- 3) In a spreadsheet or in letter form in a columnar format, please detail for me each and every suspense or unapplied transaction, both debits and credits that has occurred on my account(s) from the inception of my loan(s) until present date?

LATE FEES

For purposes of my questions below dealing with late fees, please consider the terms late fees and late charges to be one in the same.

- 1) Have you reported the collection of late fees on my account(s) as interest in any statement to me or to the IRS? Yes or No?
- 2) Has any previous servicers or sub-servicers of my mortgage(s) reported the collection of late fees on my account(s) as interest in any statement to me or to the IRS? Yes or No?
- 3) Do you consider the payment of late fees as liquidated damages to you for not receiving my payment on time? Yes or No?
- 4) Are late fees considered interest? Yes or No?
- 5) Please detail for me in writing what expenses and damages you incurred for any payment I made that was late.
- 6) Were any of these expenses or damages charged or assessed to my account(s) in any other way? Yes or No?
- 7) If yes, please describe what expenses or charges were charged or assessed to my account(s)?

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- 8) Please describe for me in writing what expenses you or others undertook due to any payment I made, which was late?
- 9) Please describe for me in writing what damages you or others undertook due to any payment I made, which was late?
- 10) Please identify for me in writing the provision, paragraph, section or sentence of any note(s), mortgage(s), mortgage agreement(s) or any agreement I signed that authorized the assessment or collection of late fees?
- 11) Please detail and list for me in writing each separate late fee assessed to my account(s) and for which corresponding payment period or month such late fee was assessed from the inception of my loan(s) to present date.
- 12) Please detail and list for me in writing each separate late fee collected from my account(s) and for which corresponding payment period or month such late fee was collected from the inception of my loan(s) to the present date.
- 13) Please detail and list for me in writing any adjustments in late fees assessed and on what date such adjustments were made and the reason for such adjustments.
- 14) Please detail and list for me in writing any adjustments in late fees collected and on what date such adjustments were made and the reason for such adjustments.
- 15) Has interest been charged on any late fee assessed or charged to my account(s)? Yes or No?
- 16) Is interest allowed to be assessed or charged on late fees to my account(s)? Yes or No?
- 17) Have any late charges been assessed to my account(s)? Yes or No?
- 18) If yes, how much in total late charges have been assessed to my account(s) from the inception of my loan(s) until present date?
- 19) Please provide me with the exact months or payment dates you or other previous servicers of my account(s) claim I have been late with a payment from the inception of my loan(s) to the present date.
- 20) Have late charges been collected on my account(s) from the inception of my loan(s) until present date? Yes or No?
- 21) If yes, how much in total late charges have been collected on my account(s) from the inception of my loan(s) until present date?

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PROPERTY INSPECTIONS

- 1) For purposes of this section property inspection and inspection fee refer to any inspection of my property by any source and any related fee or expense charged, assessed or collected for such inspection.
- 2) Have any property inspections been conducted on my property from the inception of my loan(s) until the present date?
- 3) If your answer is no, you can skip the rest of these questions in this section concerning property inspections?
- 4) If yes, please tell me the date of each property inspection conducted on my property that is the secured interest for my mortgage(s), deed(s) or note(s)?
- 5) Please tell me the price charged for each property inspection?
- 6) Please tell me the date of each property inspection?
- 7) Please tell me the name and address of each company and person who conducted each

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- property inspection on my property?
- 8) Please tell me why property inspections were conducted on my property?
 - 9) Please tell me how property inspections are beneficial to me.
 - 10) Please tell me how property inspections are protective of my property.
 - 11) Please explain to me your policy on property inspections.
 - 12) Do you consider the payment of inspection fees as a cost of collection? Yes or No?
 - 13) If yes, why?
 - 14) Do you use property inspections to collect debts? Yes or No?
 - 15) Have you used any portion of the property inspection process on my property to collect a debt or inform me of a debt, payment or obligation I owe?
 - 16) If yes, please answer when and why?
 - 17) Please identify for me in writing the provision, paragraph, section or sentence of any note(s), mortgage(s), mortgage agreement(s) or any agreement I signed that authorized the assessment or collection of property inspection fees?
 - 18) Have you labeled in any record or document sent to me a property inspection as a misc. advance? Yes or No?
 - 19) If yes, why?
 - 20) Have you labeled in any record or document sent to me a property inspection as a legal fee or attorney fee? Yes or No?
 - 21) If yes, why?
 - 22) Please detail and list for me in writing each separate inspection fee assessed to my account(s) and for which corresponding payment period or month such fee was assessed from the inception of my loan(s) to present date.
 - 23) Please detail and list for me in writing each separate inspection fee collected from my account(s) and for which corresponding payment period or month such fee was collected from the inception of these account(s) to present date.
 - 24) Please detail and list for me in writing any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment.
 - 25) Please detail and list for me in writing any adjustments in inspection fees collected and on what date such adjustment was made and the reasons for such adjustment.
 - 26) Has interest been charged on any inspection fees assessed or charged to my account(s)? Yes or No?
 - 27) If yes, when and how much was charged?
 - 28) Is interest allowed to be assessed or charged on inspection fees charged or assessed to my account(s)? Yes or No?
 - 29) How much in total inspection fees have been assessed to my account(s) from the inception of my loan(s) until present date? \$ _____
 - 30) How much in total inspection fees have been collected on my account(s) from the inception of my loan(s) until present date? \$ _____
 - 31) Please forward to me copies of all property inspections made on my property in my mortgage loan(s) files.
 - 32) Has any fee charged or assessed for property inspections been placed into my escrow Account(s)? Yes or no?

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BPO FEES

- 1) Have any BPOs [Broker Price Opinions] been conducted on my property?
- 2) If yes, please tell me the date of each BPO conducted on my property that is the secured interest for my mortgage(s), deed(s) or note(s)?
- 3) Please tell me the price of each BPO?
- 4) Please tell me who conducted each BPO?
- 5) Please tell me why BPOs were conducted on my property
- 6) Please tell me how BPOs are beneficial to me.
- 7) Please tell me how BPOs are protective of my property.
- 8) Please explain to me your policy on BPOs.
- 9) Have any BPO fees been assessed to my account(s)? Yes or No?
- 10) If yes, how much in total BPO fees have been assessed to my account(s)? \$ _____
- 11) Have any BPO fees been charged to my account(s)? Yes or No?
- 12) If yes, how much in total BPO fees have been charged to my account(s)? \$ _____
- 13) Please tell me specifically what clause, paragraph and sentence in the note(s), mortgage(s) or mortgage agreement(s) or any agreement I have executed that allows you to assess, charge or collect a BPO fee from me.
- 14) Please send to me copies of all BPO reports that have been done on my property.
- 15) Has any fee charged or assessed for a BPO been placed into my escrow account(s)? Yes or no?

FORCED-PLACED INSURANCE

- 1) Have you placed or ordered any forced-placed insurance policies on my property?
- 2) If yes, please tell me the date of each policy ordered or placed on my property that is the secured interest for my mortgage(s), deed(s) or note(s)?
- 3) Please tell me the price of each policy?
- 4) Please tell me the agent for each policy?
- 5) Please tell me why each policy was placed on my property.
- 6) Please tell me how the policies are beneficial to me.
- 7) Please tell me how policies are protective of my property.
- 8) Please explain to me your policy on forced-placed insurance.
- 9) Have any forced-placed insurance fees been assessed to this mortgage(s) or escrow account(s)? Yes or No?
- 10) If yes, how much in total forced-placed policy fees have been assessed to my account(s)? \$ _____
- 11) Have any forced-placed insurance fees been charged to my mortgage(s) or escrow account(s)? Yes or No?
- 12) If yes, how much in total forced-placed insurance fees have been charged to my mortgage(s) or escrow account(s)? \$ _____
- 13) Please tell me specifically what clause, paragraph and sentence in the note(s), mortgage(s) or mortgage agreement(s) or any agreement I have executed that allows you to assess, charge or collect forced-placed insurance fees from me.
- 14) Do you have any relationship with the agent or agency that placed any policies on my

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property? If yes, please describe.

- 15) Do you have any relationship with the carrier that issued any policies on my property? If yes, please describe.
- 16) Has the agency or carrier you used to place a forced-placed insurance policy on my property provided you any service, computer system, discount on policies, commissions, rebates or any form of consideration? If yes, please describe.
- 17) Do you maintain a blanket insurance policy to protect your properties when customer policies have expired?
- 18) Please send to me copies of all forced-placed insurance policies that have been ordered on my property.

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SERVICING RELATED QUESTIONS

For each of the following questions listed below, please provide me with a detailed explanation in writing that answers each question. In addition, I need the following answers to questions concerning the servicing of my mortgage account(s) from its inception to the present date. Accordingly, can you please provide me, in writing, the answers to the questions listed below:

- 1) Did the originator or previous servicers of my loan(s) have any financing agreements or contracts with your company or an affiliate of your company?
- 2) Did the originator of my loan(s) or previous servicers of my loan(s) have a warehouse loan agreement or contract with your company?
- 3) Did the originator of my loan(s) or previous servicers of my loan(s) receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or any affiliate of your company for handling, processing, originating or administering my loan(s)? If yes, please describe and itemize each and every form of compensation, fee, commission, payment, rebate or other financial consideration paid to the originator of my loan(s) by your company or any affiliate.
- 4) Please identify for me where the originals of my entire account file(s) are currently located and how they are being stored, kept and protected?
- 5) Where is the original promissory note(s) or mortgage(s) I signed located? Please describe its physical location and anyone holding the note(s) as a custodian or trustee if applicable.
- 6) Where is the original mortgage agreement(s) or mortgage(s) and note(s) I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
- 7) Since the inception of my loan(s), has there been any assignment of my promissory note(s) or mortgage(s) to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment?
- 8) Since the inception of my loan(s), has there been any assignment of my mortgage agreement(s) or mortgage(s) and note(s) to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment?

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- 9) Since the inception of my loan(s), has there been any sale or assignment of servicing rights to my mortgage loan(s) to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment or sale?
- 10) Since the inception of my loan(s), has any sub-servicers serviced any portion of my mortgage loan(s)? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has sub-serviced my mortgage loan(s)?
- 11) Has my mortgage loan(s) been made a part of any mortgage pool since the inception of my loan(s)? If yes, please identify for me each and every loan mortgage pool that my mortgage(s) has been a part of from the inception of my loan(s) to the present date?
- 12) Has each and every assignment of my mortgage(s) or promissory note(s) been recorded in the county land records where the property associated with my mortgage loan(s) is located?
- 13) Has there been any electronic assignment of my mortgage(s) with MERS [Mortgage Electronic Registration System] or any other computer mortgage registry service or computer program? If yes, please identify the name and address of each and every individual, entity, party, bank, trust or organization or servicer that has been assigned the mortgage servicing rights to my loan(s) as well as the beneficial interest to the payments of principal and interest on my loan(s)?
- 14) Have there been any investors [as defined in your industry] who have participated in any mortgage-backed security, collateral mortgage obligation or other mortgage security instrument that my mortgage loan(s) has ever been a part of from the inception of my mortgage(s) to the present date? If yes, please identify the name and address of each and every individual, entity, organization and/or trust?
- 15) Please identify for me the parties and their addresses to all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to my loan(s) from its inception to the current date written above.
- 16) Please provide me with copies of all sales contracts, servicing agreements, assignments, transfers, indemnification agreements, recourse agreements and any agreement related to my loan(s) from its inception to the current date written above.
- 17) How much was paid for my individual mortgage loan(s) by you?
- 18) If part of a mortgage pool, what was the principal balance used by you to determine payment for my individual mortgage loan(s)?
- 19) If part of a mortgage pool, what was the percentage paid by you of the principal balance above used to determine purchase of my individual mortgage loan(s)?
- 20) Who did you issue a check or payment to for my mortgage loan(s)?
- 21) Please provide me copies with the front and back of canceled check.
- 22) Did any investor approve the foreclosure of my property?
- 23) Please identify all individuals and investors who approved the foreclosure of my property!

Please provide me with the documents I have requested and a detailed answer to each of my questions within the required lawful time frame. Upon receipt of the documents and answers, an

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exam and audit will be conducted that may lead to a further document request and answers to questions under an additional QWR letter.

Copies of this Qualified Written Request, Validation of Debt, TILA and request for accounting and legal records, Dispute of Debt letter are being sent to FTC, HUD, and all relevant state and federal regulators; and other consumer advocates.

It is my hope that you can answer my questions, documents and validate my debt(s) to the penny and correct any abuses or schemes uncovered and documented.

Sincerely, with all rights reserved

By:

Namita Johnson

cc:

Federal Trade Commission
600 Pennsylvania Avenue NW,
Washington, DC 20580
USPS Certified Mail #

7010 0780 0001 6060 9094

Fannie Mae
1000 Brickell Avenue Suite 600
Miami, Florida 33131
USPS Certified Mail #

7010 0780 0001 6060 9087

Government & Industry Relations
401 9th Street, NW
Washington, DC 20004
USPS Certified Mail #

7010 0780 0001 6060 9070

Office of RESPA and Interstate Land Sales
Office of Housing, Room 9146
US Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410
USPS Certified Mail #

7010 0780 0001 6060 9063

Trott & Trott P.C.
31440 Northwestern Highway Suite 200
Farmington Hills, MI 48334
USPS Certified Mail #

7010 0780 0001 6060 9056

State of Michigan Department of Attorney General, Bill Schuette
P.O. Box 30213
Lansing, MI 48909
USPS Certified Mail #

7010 0780 0001 6060 9049

Exhibit G

Bank of America
Home Loans

400 National Way
Mailstop CA6-919-02-22
Simi Valley, CA 93065

November 7, 2012

Damita C. Johnson
18945 Fielding Street
Detroit, MI 48219

Re: Borrower(s) Name: Damita C. Johnson
Property Address: 18945 Fielding Street, Detroit, MI 48219
Loan Number Ending in: 6130

Dear Ms. Johnson:

We are in receipt of your correspondence undated, which was received on November 1, 2012 from by Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP, regarding the referenced loan.

You requested information regarding the Owner of the Note for this loan, which is as follows:

Bank of America, N.A.
CA6-919-01-41, Correspondence Unit
PO Box 5170, Simi Valley, CA 93062
Phone# 800-669-6607

We cannot provide you with the original mortgage note as it needs to be retained since it documents your obligation to make payments on your mortgage. In lieu of providing or allowing inspection of the original copy of the Note, we have enclosed herewith a true and correct copy of the original *Note*.

Questions or concerns regarding the contents of this letter should be submitted to Bank of America in writing at P.O. Box 942019, Simi Valley, CA 93094-2019. If you have other questions or concerns regarding the Loan, please contact Bank of America's Customer Service Department at (800) 669-6607.

Sincerely,

Gretchen Uribe

Gretchen Uribe
Litigation Specialist II
Qualified Written Request (QWR)

Enclosure

7010 0780 0001 6060 9100

Response
letter
11/18/12

Exhibit G1

Bank of America 

December 12, 2012

Damita Collette Johnson
18945 Fielding
Detroit, MI 48219

Subject: Case Number: 12-50037

Dear Damita Collette Johnson:

This letter is pursuant to your request for copies of documents and records pertaining to your claim of identity theft.

Bank of America has received the Qualified Written Request and required documentation. Based on the documentation you provided, Bank of America's Fraud Investigations Group was able to authenticate your identity.

Copies of the following documents and records are enclosed:

- Qualified Written Request
- Loan application(s)
- Deed of Trust / Mortgage
- Note
- Transaction history

Should you have additional information to assist in this investigation or any questions, you may reach the Mortgage Fraud Prevention – Mortgage Fraud Hotline directly at:

Bank of America Home Loans
Mortgage Fraud Prevention – Mortgage Fraud Hotline
4500 park Granada, 2nd Floor
Mail Stop: CA7-910-02-039
Calabasas, CA 91302
(877) 283-7283

Sincerely,

Mortgage Fraud Prevention – Mortgage Fraud Hotline
Bank of America Home Loans

01/05/2013

Exhibit 14

Freedom of Information Request for Interrogatories Deposition and Discovery of Alleged Debt Collectors/Creditors
Disclosure Statement
made to

Name of Financial Institution: Bank of
America N.A./Bank of New York Mellon
To: CEO(s)/President(s) Brian Moynihan/ Gerald L. Hassell

NOTE: Please be aware that acts under color of authority are against the law and you can be sued in federal court pursuant to Public Volume 17 42nd Congress Stat 13-15 shown as code at USC title 42 section 1983 for Actions under Color of Authority or Fraudulent and or illegal transactions

The purpose of this Freedom of Information request is for the Director(s) of this Financial Institution who are under oath and obligation to United States Laws and statute to provide a copy of the original contract certifying that they are the holder of the instrument of question in regards to alleged account number 184066130 and to provide an Affidavit Certifying their Affirmation that they followed all applicable Federal, State and contract law in carrying out the alleged contract of MFN account number 10032413508065989 to satisfy the requester that this Financial entity is operating within the bounds of the law that the Financial entity is subject to and that they have a legitimate claim as a Creditor.

Specifically the Law includes the National Bank Act also known as The National Currency Act, The Consumer Credit Protection Act, The Fair Debt Collection Practices Act, The Fair Credit Reporting Act, and The Truth in Lending Act and any and all laws applicable to Financial Institutions whether they be federal, state or contractual (commercial) laws.

I am officially requesting the following:

- 1) You produce my original signature in respect to the alleged contract and state for the record who the alleged original creditor was based on the preceding law.
- 2) Provide an Affidavit Certifying that you did not breach any federal, state contractual (commercial) or official oath in carrying out the alleged contract and associated transactions.
- 3) Certify that you did not unlawfully without my consent use my signature to gain assets from a third party then claim you loaned me money and that you did not commit any action that would preclude that you use my identity in a fraudulent or illegal manner yourself or in collusion with a third party or additional parties.

Enclosed is a list of questions that Bank of America N.A./Bank of New York Mellon CEO(s)/President(s) Brian Moynihan/ Gerald L. Hassell must answer. All questions must be answered within 30 days from time of receipt under penalty of perjury, if not answered you will be held in default. Answer all the following Interrogatories. Please see attached.

Please forward the requested information to:

Damita C. Johnson
18945 Fielding
Detroit, MI 48219

If Needed: Reason based on Internal Policy and or Laws and Statutes for Rejection of Request

If you are willing to settle this manner with complete removal of this alleged debt please respond with the appropriate offer

Signature of Agent:

County Wayne

State Michigan

Sworn and subscribed before me Darlene Martin this [day] 11th [month] 11 [year] 12

Notary Signature Darlene Martin

DARLENE MARTIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES APR 10, 2015
NOTARY OF Wayne

#1

Affirmation to Notary of Failure to Produce Freedom of Information Request for Interrogatories Deposition and Discovery of Alleged
Debt Collectors/Creditors Disclosure Statement
made to

Name of Financial Institution: Bank of America N.A. CEO/President Brian Moynihan
Bank of NEW YORK MELLON CEO/President Gerald L. Hassell

The purpose of this Affidavit is to certify that a Freedom of Information request was made to the above named Financial Institution. A RESPA qualified written request, along with an ID Theft Affidavit to the FTC (Federal Trade Commission) was sent to the above named Financial Institutions via USPS Certified Mail on the date of 11-18-2012 (Exhibit-A Return Receipt). A 72 hour Demand credit discharge letter was also sent via USPS Certified Mail on the date of 12-13-2012. The Financial Institutions and its CEO(S)/President(s) failed to produce an Affidavit Certifying proof that they affirm their activities in regards to account # 184066130 were within the bounds of their Federal, State, contractual, and commercial statutory obligations and oaths of record that they are bound to.

Specifically the Law includes the National Bank Act also known as the National Currency Act, The Consumer Credit Protection Act, The Fair Debt Collections Practices Act, The Fair Credit Reporting Act, the Truth in Lending Act and any and all laws applicable to Financial Institutions federal, state, or contractual (commercial) laws.

In failing to provide such certification the President(s)/CEO(s) Brian Moynihan/Gerald L. Hassell and all agents have shown bad faith and default in their lawful duty of record to legally verify the alleged contractual debt as required by law; and as stated specifically in their oaths of office which obligate them to follow the above mentioned laws whether all of them or particular laws listed above.

I, Damita Collette Johnson, the affiant in this affidavit am officially demanding administrative default to be reflected for the record along with color of authority actions based on the following:

- 1) Alleged Creditor failed to produce my original signature in respect to the alleged contract and failed to state for the record who the alleged original creditor was based on the preceding law
- 2) Alleged Creditor failed to provide an Affidavit Certifying that as fiduciary(s) for the institution they did not breach any federal state contractual commercial or official oath in carrying out the alleged contract
- 3) Alleged Creditor failed to certify that they did not unlawfully without my consent use my signature to gain assets from a third party(s) then unlawfully made a claim they loaned me money and they failed to substantiate for the record that they did not commit any action that would preclude that they used my identity in a fraudulent or illegal manner in collusion with a third party or additional parties.

Alleged Creditor was and is bound by law to provide this information upon a request pursuant to FOIA USC 5 section 552 and the Fair Debt Collections Practices Act with any additional laws only supporting this position

I, Damita Collette Johnson the affiant of record testify before this witness who is an officer of the state and a notary public who has the lawful power to take affirmations and attestations of fact from affiants that the above Financial Institutions and its fiduciary agents have participated in Identity Theft and Fraud along with illegal transactions in claiming that I am a debtor to them and have failed to respond to requests made by the affiant of record to provide information based on the Freedom of Information Act, have violated their oaths of Office and thus violated federal law and subsequent state law and commercial statutes that apply.

County Wayne State Michigan

Sworn and Subscribed before me Damita Collette Johnson this (day) 21 (month) 12 (year) 12

Notary Signature Damita Collette Johnson

DAJANA MARTIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES APR 10, 2015
ACTING COUNTY OF Wayne

Exhibit I

Name Damita Collette Johnson Phone number 313-492-9437 Page 1

ID Theft Affidavit

Victim Information

- (1) My full legal name is Damita Collette Johnson
(First) (Middle) (Last) (Jr., Sr., III)
- (2) (If different from above) When the events described in this affidavit took place, I was known as
N/A N/A
(First) (Middle) (Last) (Jr., Sr., III)
- (3) My date of birth is 08/02/1975
(day/month/year)
- (4) My Social Security number is 381-80-9145
- (5) My driver's license or identification card state and number are MICHIGAN 3525135122103
- (6) My current address is 18945 Fielding
City Detroit State MI Zip Code 48219
- (7) I have lived at this address since 06/1999
(month/year)
- (8) (If different from above) When the events described in this affidavit took place, my address was
N/A
City N/A State N/A Zip Code N/A
- (9) I lived at the address in Item 8 from N/A until N/A
(month/year) (month/year)
- (10) My daytime telephone number is (313) 492-9437
My evening telephone number is (313) 492-9437

DO NOT SEND AFFIDAVIT TO THE FTC OR ANY OTHER
GOVERNMENT AGENCY

I-1

Name Damita Collette Johnson Phone number 313-492-9437 Page 2

How the Fraud Occurred

Check all that apply for items 11 - 17:

- (11) ☒ I did not authorize anyone to use my name or personal information to seek the money, credit, loans, goods or services described in this report.
- (12) ☒ I did not receive any benefit, money, goods or services as a result of the events described in this report.
- (13) ☒ My identification documents (for example, credit cards; birth certificate; driver's license; Social Security card; etc.) were ☒ stolen ☐ lost on or about around the time accounts were opened
(day/month/year)
- (14) ☒ To the best of my knowledge and belief, the following person(s) used my information (for example, my name, address, date of birth, existing account numbers, Social Security number, mother's maiden name, etc.) or identification documents to get money, credit, loans, goods or services without my knowledge or authorization:
unknown at present time
still investigating
- | | |
|-----------------------------------|-----------------------------------|
| Name (if known) | Name (if known) |
| Address (if known) | Address (if known) |
| Phone number(s) (if known) | Phone number(s) (if known) |
| Additional information (if known) | Additional information (if known) |
- (15) ☒ I do NOT know who used my information or identification documents to get money, credit, loans, goods or services without my knowledge or authorization.
- (16) ☒ Additional comments: (For example, description of the fraud, which documents or information were used or how the identity thief gained access to your information.)

Someone opened account(s) using my
private information without authorization
and caused a debtor status to be
placed upon me without authorization
or disclosure.

(Attach additional pages as necessary.)

DO NOT SEND AFFIDAVIT TO THE FTC OR ANY OTHER
GOVERNMENT AGENCY

12

Name Damita Collette Johnson Phone number 313-492-9437 Page 3**Victim's Law Enforcement Actions**

- (17) (check one) I ☒ am ☐ am not willing to assist in the prosecution of the person(s) who committed this fraud.
- (18) (check one) I ☒ am ☐ am not authorizing the release of this information to law enforcement for the purpose of assisting them in the investigation and prosecution of the person(s) who committed this fraud.
- (19) (check all that apply) I ☒ have ☐ have not reported the events described in this affidavit to the police or other law enforcement agency. The police ☒ did ☐ did not write a report. In the event you have contacted the police or other law enforcement agency, please complete the following:

6th Precinct NWD

11450 W. Garfield St. Detroit 48228

(Agency #1)

11-12-12

(Date of report)

313-596-5600

(Phone number)

(Officer/Agency personnel taking report)

#131120302

(Report number, if any)

(email address, if any)

(Agency #2)

(Officer/Agency personnel taking report)

(Date of report)

(Report number, if any)

(Phone number)

(email address, if any)

Documentation Checklist

Please indicate the supporting documentation you are able to provide to the companies you plan to notify. Attach copies (NOT originals) to the affidavit before sending it to the companies.

- (20) ☒ A copy of a valid government-issued photo-identification card (for example, your driver's license, state-issued ID card or your passport). If you are under 16 and don't have a photo-ID, you may submit a copy of your birth certificate or a copy of your official school records showing your enrollment and place of residence.
- (21) ☐ Proof of residency during the time the disputed bill occurred, the loan was made or the other event took place (for example, a rental/lease agreement in your name, a copy of a utility bill or a copy of an insurance bill).

DO NOT SEND AFFIDAVIT TO THE FTC OR ANY OTHER
GOVERNMENT AGENCY

I 3

Name _____ Phone number _____ Page 4

- (22) ☒ A copy of the report you filed with the police or sheriff's department. If you are unable to obtain a report or report number from the police, please indicate that in Item 19. Some companies only need the report number, not a copy of the report. You may want to check with each company.

Signature

I certify that, to the best of my knowledge and belief, all the information on and attached to this affidavit is true, correct, and complete and made in good faith. I also understand that this affidavit or the information it contains may be made available to federal, state, and/or local law enforcement agencies for such action within their jurisdiction as they deem appropriate. I understand that knowingly making any false or fraudulent statement or representation to the government may constitute a violation of 18 U.S.C. §1001 or other federal, state, or local criminal statutes, and may result in imposition of a fine or imprisonment or both.

Wanda C. Johnson
(signature)

11-18-12
(date signed)

LALANA MARTIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES APR 10, 2015
ACTING IN COUNTY OF
Wayne

Lalana Martin
(Notary)

[Check with each company. Creditors sometimes require notarization. If they do not, please have one witness (non-relative) sign below that you completed and signed this affidavit.]

Witness:

(signature)

(printed name)

(date)

(telephone number)

DO NOT SEND AFFIDAVIT TO THE FTC OR ANY OTHER
GOVERNMENT AGENCY

I 4

Name Damita Collette Johnson Phone number 313-492-9437 Page 5**Fraudulent Account Statement****Completing this Statement**

- Make as many copies of this page as you need. **Complete a separate page for each company you're notifying and only send it to that company.** Include a copy of your signed affidavit.
- List only the account(s) you're disputing with the company receiving this form. **See the example below.**
- If a collection agency sent you a statement, letter or notice about the fraudulent account, attach a copy of that document (**NOT** the original).

I declare (check all that apply):

- ☒ As a result of the event(s) described in the ID Theft Affidavit, the following account(s) was/were opened at your company in my name without my knowledge, permission or authorization using my personal information or identifying documents:

Creditor Name/Address (the company that opened the account or provided the goods or services)	Account Number	Type of unauthorized credit/goods/services provided by creditor (if known)	Date issued or opened (if known)	Amount/Value provided (the amount charged or the cost of the goods/services)
Example Example National Bank 22 Main Street Columbus, Ohio 22722	01234567-89	auto loan	01/05/2002	\$25,500.00
BANK OF America P.O. Box 5170 Simi Valley CA 93062	184066130	mortgage loan	5/2/2008	93000.00

- ☐ During the time of the accounts described above, I had the following account open with your company:

Billing name Damita Collette Johnson
 Billing address 18945 Fielding Det MI 48219
 Account number 184066130

DO NOT SEND AFFIDAVIT TO THE FTC OR ANY OTHER
GOVERNMENT AGENCY

I 5

Name _____ Phone number _____ Page 5

Fraudulent Account Statement**Completing this Statement**

- Make as many copies of this page as you need. **Complete a separate page for each company you're notifying and only send it to that company.** Include a copy of your signed affidavit.
- List only the account(s) you're disputing with the company receiving this form. **See the example below.**
- If a collection agency sent you a statement, letter or notice about the fraudulent account, attach a copy of that document (**NOT** the original).

I declare (check all that apply):

- ☐ As a result of the event(s) described in the ID Theft Affidavit, the following account(s) was/were opened at your company in my name without my knowledge, permission or authorization using my personal information or identifying documents:

Creditor Name/Address (the company that opened the account or provided the goods or services)	Account Number	Type of unauthorized credit/goods/services provided by creditor (if known)	Date issued or opened (if known)	Amount/Value provided (the amount charged or the cost of the goods/services)
Example Example National Bank 22 Main Street Columbus, Ohio 22722	01234567-89	auto loan	01/05/2002	\$25,500.00
BANK of New York Mellon One Wall Street New York NY 10286	184066130	mortgage loan	5/2/2008	93,000-

- ☐ During the time of the accounts described above, I had the following account open with your company:

Billing name Damita Collette Johnson
 Billing address 18945 Fielding Det MI 48219
 Account number 184066130

DO NOT SEND AFFIDAVIT TO THE FTC OR ANY OTHER
GOVERNMENT AGENCY

DETROIT POLICE DEPARTMENT CRIME REPORT

DETROIT POLICE DEPARTMENT

Case No. 1211120302
Report No. 1211120302.1
Report Date: 11/12/2012

1

Page 1 of 3

Subject: 06-tcru-2op5-fraud

Case Report Status	A - APPROVED	Date Entered	11/12/2012 3:32:35 PM	Reporting Officer	WILSON, LULA
County	82 - WAYNE	Entered By	WILSON, LULA	Assisted By	
City/Township	99 - DETROIT	Date Verified	11/13/2012 2:18:02 AM	Assist Agency	
Occurred On (and Between)	11/1/2011 5:00:00 PM	Verified By	ANDERSON, NAOMI		
Location	18945 FIELDING	Date Approved	11/13/2012 10:03:17 AM		
CSZ	DETROIT, MI 48219	Approved By	JOHNSON, DEBBIE		
Consent/On Code	5411	Connecting Cases			
Geo	NW1 - 0801	Disposition	ACTIVE		
Call Source		Tactical Actions			
Vehicle Activity		Clearance Reason			
Vehicle Transferring		Date of Clearance			
Cross Street		Reporting Agency	DETROIT POLICE DEPARTMENT		
Means		Division	TELEPHONE CRIME REPORTING SECTION		
Other Means		Notified			
Motive					
Other Motives					

Report Narrative P: UNK

S: VICTIM TX'D TCRU

C: VICTIM STATES THAT SHE GOT A COPY OF HER CREDIT REPORT ON THE ABOVE DATE AND TIME AND DISCOVERED SOMEONE APPLIED AND RECIEVED MONIES FROM A BANK OF AMERICA FOR A MORTGAGE REFINANCE LOAN IN HER NAME AND SOCIAL SECURITY NUMBER. (VICTIM STATES THAT SHE IS IN AN ONGOING INVESTIGATION WITH THE FEDERAL TRADE COMMISSION AND THEY ADVISED HER TO MAKE A POLICE REPORT)

O: NONE

T: NAME AND SOCIAL SECURITY NUMBER FOR A MORTGAGE REFINANCE LOAN

Offense Detail: 2604 - FRAUD - IMPERSONATION

Offense Description	2604 - FRAUD - IMPERSONATION	Location	20 - RESIDENCE/HOME	No. Prem. Entered	
IBR Code	26C - IMPERSONATION	Offense Completed?	YES	Entry Method	
IBR Group	A	Hate/Bias	00 - NONE (NO BIAS)	Type Security	
Crime Against	PR	Domestic Violence	NO	Tools Used	
Offense File Class	26003 - FRAUD - IMPERSONATION				
PACC					
Local Code					
Using					
Criminal Activity					
Weapons					

Suspect S1: UNKNOWN SUSPECT

Suspect Number	S1	DOB		Place of Birth	
Name	UNKNOWN SUSPECT	Age	00	SSN	
AKA		Sex	U - UNKNOWN	DLN	
Alt(s)		Race	U - UNKNOWN	DLN State	
		Ethnicity	U - UNKNOWN	DLN Country	
Address		Ht.		Occupation/Grade	
CSZ		Wt.		Employer/School	
Home Phone		Eyes Color		Employer Address	
Work Phone		Hair Color		Employer CSZ	
Email Address		Hair Style		Res. County	
		Hair Length		Res. Country	
		Facial Hair		Resident Status	U - UNKNOWN

No RMS_MCR n/c

Printed For: _____
Printed: November 16, 2012 - 1:43 PM

DETROIT POLICE DEPARTMENT CRIME REPORT

I 7

DETROIT POLICE DEPARTMENT

Case No. 1211120302
Report No. 1211120302.1
Report Date: 11/12/2012

2

Page 2 of 3

Scars/Marks/Tattoos		Complexion	
Suspect MO		Build	
Other MO		Teeth	
Alive			
Habitual Offender			
Status			
Suspect Notes			

Victim V1: JOHNSON, DAMITA

Victim Code	V1	Victim Of	2604 - FRAUD - IMPERSONATION
Victim Type	I - INDIVIDUAL		
Name	JOHNSON, DAMITA	DOB	2/8/1975
AKA		Age	38
Alt(s)		Sex	F - FEMALE
Address	18945 Fielding	Race	B - BLACK
		Ethnicity	O - OTHER
			ETHNICITY/NATIONAL ORIGIN
CSZ	DETROIT, MI 48219	Hi	
		Wt	
Home Phone	313 492-9437	Eye Color	
Work Phone		Hair Color	
Email Address		Facial Hair	
		Complexion	
Alt(s)		Occupation/Grade	
		Employer/School	
		Employer Address	
		Employer CSZ	
		Res. Country	WAYNE
		Res. Country	USA - UNITED STATES OF AMERICA
		Resident Status	R - RESIDENT OF THE COMMUNITY, CITY, OR TOWN WHERE THE OFFENSE OCCURRED
Injury Circumstances		Testify	

Law Enforcement Officer Killed or Assaulted Information	Type Assignment Activity Other ORI	Justifiable Homicide Circumstances	
---	---	------------------------------------	--

Victim Offender Relationship
Offender S1 Relationship 99 - RELATIONSHIP UNKNOWN

Victim Notes

Property Description Item 1: 9999 - OTHER - VICTIM'S NAME/SOCIAL SECURITY NUMBER STOLEN

Item No 1
Property Category 9999 - OTHER
Property Class 88
IBR Type 77 - OTHER
UCR Type K - MISCELLANEOUS
Status S - STOLEN/ETC.
(BRIBED/DEFRAUDED/EMBEZZLED/RANSOMED/ET C.)
Count 1
Value 0
Manufacturer
Model

NCRMS_MCR 11/12/12

Printed: November 16, 2012 - 1:43 PM

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DETROIT POLICE DEPARTMENT CRIME REPORT

DETROIT POLICE DEPARTMENT

Case No. 1211120302
Report No. 1211120302.1
Report Date: 11/12/2012

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Page 3 of 3

Serial No.

License No.

Color

Description

VICTIM'S NAME/SOCIAL SECURITY NUMBER
STOLEN

Vehicle Year

Body Style

State

License Year

Recovered Date/Time

Owner

Disposition

Evidence Tag

Lock Seals

Evidence Received Date/Time

Evidence Recovered By

Evidence Recovered From

Evidence Location

Alert(s)

Drug Type

Drug Quantity

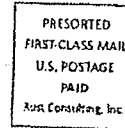
Drug Measure

Property Notes

Exhibit J

Paying Agent - Rust Consulting, Inc.
P.O. Box 8065
Faribault, MN 55021-9465

An important message directed by Federal Banking Regulators-
the Office of the Comptroller of the Currency and
the Board of Governors of the Federal Reserve System



B



10080660109-0125-121-02
DAMITA C JOHNSON
18945 FIELDING ST
DETROIT, MI 48219-2511

018059882-10380660109
You are eligible to receive a payment as the result of an agreement between

Bank of America and federal banking regulators—the Office of the Comptroller of the Currency and the Federal Reserve Board—announced in January. This payment is related to an enforcement action regarding deficiencies in the mortgage servicing and foreclosure processes of Bank of America. Payment will be made by the paying agent—Rust Consulting, Inc.

You will receive a check or additional information about your payment from Rust Consulting within approximately four to eight weeks. Please watch your mail.

Only Rust Consulting will contact you regarding your check or to request additional information if required to process your payment. Always use caution when providing personal information.

BEST COPY AVAILABLE

Exhibit K

FILE DO NOT MAIL

NOV 16 PM 8:13

Bernard J. Youngblood
Wayne County Register of Deeds
November 15, 2012 02:13 PM
Inst: 2012459872 SID Pages: 6
Liber: 55301 Page: 524



346032F01 Johnson - FC X

SHERIFF'S DEED ON MORTGAGE SALE

This Indenture Made this 1st day of November, A.D. 2012, between Felicia Mack,
Deputy Sheriff in and for Wayne County, Michigan, whose address is 4747 Woodward Ave Detroit, Michigan 48201-1301, party of
the first part, and Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P., whose address is 5401 N
Beach St. Suite FWTX-528, Fort Worth, TX 76137-2733, party of the second part (hereinafter called the grantee).

WITNESSETH, That Whereas a certain mortgage made by Danyla C. Johnson, A Single Woman, original mortgagor(s), to
Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns, Mortgage, dated May
2, 2008, and recorded on May 28, 2008 in Liber 47263 on Page 1063, and assigned by said Mortgage to BAC Home Loans
Servicing, L.P., as assignee as documented by an Assignment dated October 1, 2010 recorded on October 15, 2010 in Liber 48793 on
Page 1046, in Wayne county records, Michigan (said mortgage secured on FHA loan insured by the US Department of Housing and
Urban Development ("HUD")), and

WHEREAS, said mortgage contained a power of sale which has become operative by reason of a default in the condition of said
mortgage, and

WHEREAS, no suit or proceedings at law or in equity have been instituted to recover the debt secured by said mortgage or any part
thereof, and

WHEREAS, by virtue of said power of sale, and pursuant to the statute of the State of Michigan in such case made and provided, a
notice was duly published and a copy thereof was duly posted in a conspicuous place upon the premises described in said mortgage,
that the said premises, or some part of them, would be sold at 1:00 PM on the 28th day of December, A.D. 2010 (sale adjourned from
December 28, 2010 to November 1, 2012), at public vendue, that being the place of holding the Circuit Court for Wayne County
where the premises are situated and

WHEREAS, pursuant to said notice I did, at on the day last aforesaid, expose for sale at public vendue the said lands and tenements
hereinafter described, and on such sale did strike off and sell the said lands and tenements to the grantee for the sum of One Hundred
Three Thousand Five Hundred Ninety Nine and 09/100 Dollars (\$103,599.09), that being the highest bid therefore and the grantee
being the highest bidder, and

WHEREAS, said lands and tenements are situated in the City of Detroit, Wayne County, Michigan, more particularly described in
exhibit A, attached and commonly known as:
18945 Fielding St
Property Tax Parcel ID 721102010

This property may be located within the vicinity of farmland or a farm operation. Generally, accepted agricultural and management
practices, which may generate noise, dust, odors, and other associated conditions, may be used and are protected by the Michigan right
to farm act.

Now, this Indenture Witnesseth, That I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and
provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed
do grant, convey, bargain and sell unto the grantee, its successors and assigns, forever, all the estate, right, title and interest, which the
said Mortgage(s) had in said land and tenements and every part thereof, on the 2nd day of May A.D. 2008, that being the date of said
mortgage, or at any time thereafter, to have and to hold the said lands and tenements and every part thereof to the said grantee, its
successors and assigns forever, to their sole and only use, benefit and behoof forever, as fully and absolutely as I, the Deputy Sheriff
aforesaid, under the authority aforesaid, might, could or ought to sell the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the date and year first above written.

Felicia Mack
Deputy Sheriff in and for the County of Wayne

STATE OF MICHIGAN
COUNTY OF WAYNE

On this 1st day of November, A.D. 2012, before me, a Notary Public in and for said County of Wayne came
Felicia Mack, a Deputy Sheriff of said County, known to me to be the individual described
in and who executed the above conveyance, and who acknowledged that she/he executed the same to be her/his free act and deed as
such Deputy Sheriff.

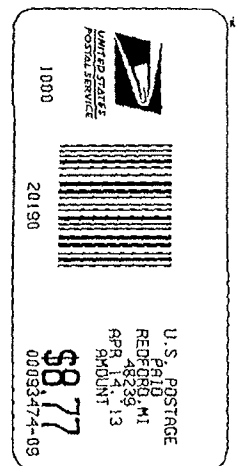
Notary Public, Wayne County, Michigan
My commission expires:
Acting in the county of Wayne

THIS INSTRUMENT IS EXEMPT FROM MICHIGAN TRANSFER TAX UNDER MCLA 207.505(c); MCLA 207.526(v); MCLA
207.505(h)(i).

HUD #2619438672703

Laura Oymard
Notary Public
Appointed in Macomb County
Acting in Wayne County
Appointment Expires on 11/16/2014

DAMITA C JOHNSON
18945 FIELDING
DETROIT, MI 48219-2511



Bill Beckmann President
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
(Nominee) et al
1818 Library Street Suite 300
Reston VA 20190

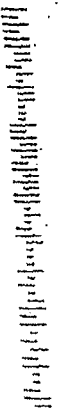


Exhibit 2

~~2008 MAY 15 PM 1:23~~

ZUU8 MAY 28 PM 2:53

ALPHA TITLE AGENCY, INC.

13407 FARMINGTON

SUITE 101

IVONIA, MI 481

Bernard J. Youngblood
Wayne County Register of Deeds
May 28, 2008 02:53 PM
Liber 47263 Page 1063-1070

#208217969 MTG FEE: \$36.00



MORTGAGE

State of Michigan

Return To:

United Wholesale Mortgage
555 South Adams Road, Birmingham, MICHIGAN
48009

MIN 100032413508065989

FHA Case No.

261-9438672-703

THIS MORTGAGE ("Security Instrument") is given on May 02, 2008
The Mortgagor is Damita C Johnson, A SINGLE WOMAN

DJ

, whose address is

18945 Fielding St, Detroit, MI 48219-2511

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. **United Wholesale Mortgage**

("Lender") is organized and existing under the laws of MICHIGAN, and has an address of 555 South Adams Road Birmingham, MICHIGAN 48009

Borrower owes Lender the principal sum of **Seventy Nine Thousand Sixty Eight and 00/100**

Dollars (U.S. \$ **79,068.00**).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **June 01, 2038**

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b)

1350806598

FHA Michigan Mortgage with MERS - 4/96
VMP-4N(M) (0401).03 Amended 2/01

Page 1 of 8

VMP Mortgage Solutions (800)521-7291

Initials: *DJ**36-*

L 47263 - P 1065

premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

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Initials: 

L 47263 - P 1066

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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Initials: 

L 47263 - P 1067

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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Initials: 

L 47263 - P 1068

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate, to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.


Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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Initials 

L 47263 - P 1069

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale to Borrower in the manner provided in paragraph 13. Lender shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 17 or applicable law.

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument without charge to Borrower.

19. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

☐ Condominium Rider

☐ Growing Equity Rider

☐ Other [specify]

☐ Planned Unit Development Rider

☐ Graduated Payment Rider

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Initials: 

L 47263 - P 1070

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Damita C Johnson (Seal)
Damita C Johnson -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

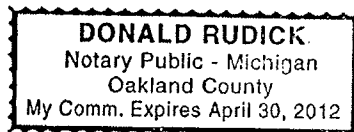
STATE OF MICHIGAN,

Acknowledged before me in Wayne
County, Michigan, on May 02, 2008
Damita C Johnson

WAYNE

County ss:

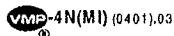
by



Donald Rudick
Notary Public, State of Michigan,
County of OAKLAND
My commission expires 4/30/2012
Acting in the County of WAYNE

This instrument was prepared by Patricia Neault
555 South Adams Road, Birmingham, MICHIGAN 48009

1350806598



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Exhibit 3

Multistate

NOTE

FHA Case No.

261-9438672-703

May 02, 2008
[Date]

mm# 100032413508065989

18945 Fielding St, Detroit, MICHIGAN 48219-2511
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means United Wholesale Mortgage

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **Seventy Nine Thousand Sixty Eight and 00/100**

Dollars (U.S. \$ **79,068.00**), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Six and One Half** percent (**6.500** %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **July 1**, 2008. Any principal and interest remaining on the first day of **June** 2038, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at P.O. BOX 970 Birmingham, MICHIGAN 48012

or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ **499.77**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

1350806598

FHA Multistate Fixed Rate Note - 10/95

VMP -1R (0210).02

VMP Mortgage Solutions (800)521-7291

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Four percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

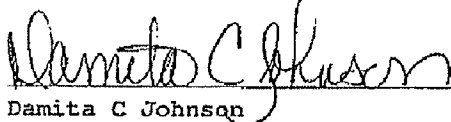
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.


Damita C. Johnson

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

Countrywide Bank, FSB

(Seal)

-Borrower

Pay to the order of

without recourse

UNITED WHOLESALE MORTGAGE

(Seal)

-Borrower

(Seal)

-Borrower

KATHERINE L. WELTY, CEO

(Seal)

-Borrower

(Seal)

-Borrower

1350806598

VMP -1 R (0210).02

PAY TO THE ORDER OF
BANK OF AMERICA, N.A.
WITHOUT RECOURSE
COUNTRYWIDE BANK, FSB
BY Laure Meder
LAURE MEDER
SENIOR VICE PRESIDENT

PAY TO THE ORDER OF
BANK OF AMERICA, N.A.
WITHOUT RECOURSE
BY Michele Sjoland
MICHELE SJOLANDER
SENIOR VICE PRESIDENT

Exhibit 4

Bernard J. Youngblood
Wayne County Register of Deeds

November 16, 2012 02:13 PM

Inst: 2012459872 SHD Pages: 8

Liber: 50301 Page: 524



A handwritten signature in black ink, appearing to be 'B' or 'Youngblood'.

346032F01 Johnson - FC X

SHERIFF'S DEED RECORDING SHEET

T&T #: 346032F01 FC X

LOT: The North 18 Feet of Lot 91 and the South 22 Feet of Lot 92, C.W. Harrah's Redford Subdivision, as Recorded in Liber 57, Page 80 of Plats, Wayne County Records.

NAME: Damita C Johnson

SALE DATE: 11/1/2012

PROPERTY ADDRESS: 18945 Fielding St, Detroit, MI 48219-2511


MUNICIPALITY: City of Detroit

DATE RECORDED:

LIBER:

PAGE:

INSTRUMENT NUMBER (IF APPLICABLE):



346032F01 Johnson - FC X

SHERIFF'S DEED RECORDING SHEET

T&T #1 346032F01 FC X

LOT: The North 18 Feet of Lot 91 and the South 22 Feet of Lot 92, C.W. Harrah's Redford Subdivision, as Recorded in Liber 37, Page 80 of Plans, Wayne County Records.

NAME: Damita C Johnson

SALE DATE: 11/1/2012

PROPERTY ADDRESS: 18945 Fielding St, Detroit, MI 48219-2511

MUNICIPALITY: City of Detroit

DATE RECORDED:

LIBER:

PAGE:

INSTRUMENT NUMBER (IF APPLICABLE):

346032F01 Johnson - FC X

SHERIFF'S DEED ON MORTGAGE SALE

This Indenture Made this 1st day of November, A.D. 2012, between, Felicia Mack, a Deputy Sheriff in and for Wayne County, Michigan, whose address is 4747 Woodward Ave Detroit, Michigan 48201-1307, party of the first part, and Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P., whose address is 5401 N Beach St. Ste FW TX-828, Fort Worth, TX 76137-2733, party of the second part (hereinafter called the grantee).

WITNESSETH, That Whereas a certain mortgage made by Damita C. Johnson, A Single Woman, original mortgage(s) to Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns, Mortgage, dated May 2, 2008, and recorded on May 28, 2008 in Liber 47263 on Page 1063, and assigned by said Mortgage to BAC Home Loans Servicing, L.P., as assignee as documented by an assignment dated October 1, 2010 recorded on October 13, 2010 in Liber 48793 on Page 1046, in Wayne county records, Michigan (said mortgage secured an FHA loan insured by the US Department of Housing and Urban Development ("HUD")), and

WHEREAS, said mortgage contained a power of sale which has become operative by reason of a default in the condition of said mortgage, and

WHEREAS, no suit or proceedings at law or in equity have been instituted to recover the debt secured by said mortgage or any part thereof, and

WHEREAS, by virtue of said power of sale, and pursuant to the statute of the State of Michigan in such case made and provided, a notice was duly published and a copy thereof was duly posted in a conspicuous place upon the premises described in said mortgage, that the said premises, or some part of them, would be sold at 1:00 PM on the 29th day of December, A.D. 2010 (sale adjourned from December 29, 2010 to November 1, 2012), at public vendue, that being the place of holding the Circuit Court for Wayne County where the premises are situated and

WHEREAS, pursuant to said notice I did, at on the day last aforesaid, expose for sale at public vendue the said lands and tenements hereinafter described, and on such sale did strike off and sell the said lands and tenements to the grantee for the sum of One Hundred Three Thousand Five Hundred Ninety-Nine and 09/100 Dollars (\$103,599.09), that being the highest bid therefore and the grantee being the highest bidder, and

WHEREAS, said lands and tenements are situated in the City of Detroit, Wayne County, Michigan, more particularly described in exhibit A, attached and commonly known as:

18945 Fielding St
Property Tax Parcel ID 22/102910

This property may be located within the vicinity of farmland or a farm operation. Generally, accepted agricultural and management practices, which may generate noise, dust, odors, and other associated conditions, may be used and are protected by the Michigan right to farm act.

Now, this Indenture Witnesseth, That I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey, bargain and sell unto the grantee, its successors and assigns, forever, all the estate, right, title and interest, which the said Mortgagor(s) had in said land and tenements and every part thereof, on the 2nd day of May A.D. 2008, that being the date of said mortgage, or at any time thereafter, to have and to hold the said lands and tenements and every part thereof to the said grantee, its successors and assigns forever, to their sole and only use, benefit and behoof forever, as fully and absolutely as I, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could or ought to sell the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the date and year first above written.

Felicia Mack

Deputy Sheriff in and for the County of Wayne

STATE OF MICHIGAN
COUNTY OF WAYNE

On this 1st day of November, A.D. 2012, before me, a Notary Public in and for said County of Wayne came Felicia Mack, a Deputy Sheriff of said County, known to me to be the individual described in and who executed the above conveyance, and who acknowledged that she/he executed the same to be her/his free act and deed as such Deputy Sheriff.

346032F01 Johnson - FC X

HUD #2619438672703

Exhibit A - Property Description

The North 18 Feet of Lot 91 and the South 22 Feet of Lot 92, C.W. Harrah's Redford Subdivision, as Recorded in Liber 57, Page 80 of Plats, Wayne County Records.

Team X - Damita C Johnson

NOTICE PURSUANT TO MCL 600.3205a(4) NOTICE is hereby provided to Damita C Johnson, the borrower and/or mortgagor (hereinafter "Borrower") regarding the property located at: 18945 Fielding St, Detroit, MI 48219-2511. The Borrower has the right to request a meeting with the mortgage holder or mortgage servicer. The agent designated by the Mortgage Servicer and/or Mortgage Holder to contact and that has authority to make agreements under MCL sections 600.3205b and 600.3205c is: Troit & Troit, P.C., 31440 Northwestern Highway, Suite 200, Farmington Hills, MI 48334-2525 at (248) 593-1302 The Borrower may contact a housing counselor by visiting the Michigan State Housing Development Authority's website or by calling the Michigan State Housing Development Authority at <http://www.michigan.gov/mshda> or at (888) 946-7432. If the Borrower requests a meeting with the agent designated above by contacting an approved housing counselor within 14 days from October 1, 2010, foreclosure proceedings will not be commenced until 90 days after October 1, 2010. If the Borrower and the agent designated above reach an agreement to modify the mortgage loan, the mortgage will not be foreclosed if the Borrower abides by the terms of the agreement. The Borrower has the right to contact an attorney. The telephone number of the State Bar of Michigan's Lawyer Referral Service is (800) 968-0739. THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. Date: October 4, 2010 For more information, please call FC X (248) 593-1302 Troit & Troit, P.C. Attorneys For Servicer and/or Mortgage Holder 31440 Northwestern Highway, Suite 200 Farmington Hills, MI 48334-2525 F#s # 345032F01 (10-4)

AFFIDAVIT OF PUBLICATION

(Affidavit of Publisher)

STATE OF MICHIGAN,
ss.
COUNTY OF OAKLAND

The undersigned, an employee of the publisher of Detroit Legal News, having knowledge of the facts, being duly sworn deposes and says that a notice, a true copy of which is annexed hereto, was published in Detroit Legal News a newspaper circulated in Wayne County on October 4, 2010 A.D.


Cindy C. Lawler

Subscribed and sworn before me on this 14th day of November 2012 A.D.


Jennifer Dado

Notary Public Oakland County, Michigan. My commission expires: January 25, 2019 Acting in Oakland County, Michigan.

Attorney: Troit & Troit P.C.; Troit & Troit P.C. (Team X) Wayne
AttorneyFile#: 348032F01
Notice#: 851719

Team X - Damita C. Johnson

TROTT & TROTT, P.C. Attorneys and Counselors 31440 Northwestern Highway, Suite 200 Farmington Hills, Michigan 48334-2525 THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. PLEASE CONTACT OUR OFFICE AT THE NUMBER BELOW IF YOU ARE IN ACTIVE MILITARY DUTY. ATTN PURCHASERS: This sale may be rescinded by the foreclosing mortgagee. In that event, your damages, if any, shall be limited solely to the return of the bid amount tendered at sale, plus interest. MORTGAGE SALE - Default has been made in the conditions of a mortgage made by Damita C. Johnson, A Single Woman, original mortgagor(s), to Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns, Mortgage, dated May 2, 2008, and recorded on May 28, 2008 in Liber #7253 on Page 1083, and assigned by said Mortgage to BAC Home Loans Servicing, L.P. as assignee as documented by an assignment, in Wayne county records, Michigan, on which mortgage there is claimed to be due at the date hereof the sum of Eighty-Four Thousand Five Hundred Thirty and 73/100 Dollars (\$84,530.73), including interest at 9.5% per annum. Under the power of sale contained in said mortgage and the statute in such case made and provided, notice is hereby given that said mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at public vendue, at the place of holding the circuit court within Wayne County, at 1:00 PM, on December 22, 2010. Said premises are situated in City of Detroit, Wayne County, Michigan, and are described as: The North 18 Feet of Lot 91 and the South 22 Feet of Lot 92, C.W. Harrah's Redford Subdivision, as Recorded in Liber 87, Page 80 of Plate, Wayne County Records. The redemption period shall be 6 months from the date of such sale, unless determined abandoned in accordance with MCLA 600.3241a, in which case the redemption period shall be 30 days from the date of such sale. Dated: December 1, 2010 For more information, please call: FC X (248) 593-1302 Trott & Trott, P.C. Attorneys For Services 31440 Northwestern Highway, Suite 200 Farmington Hills, Michigan 48334-2525 File #346032F01 (12-1)(12-22)

AFFIDAVIT OF PUBLICATION

(Affidavit of Publisher)

STATE OF MICHIGAN,
ss.
COUNTY OF OAKLAND

The undersigned, an employee of the publisher of Detroit Legal News, having knowledge of the facts, being duly sworn deposes and says that a notice, a true copy of which is annexed hereto, was published in Detroit Legal News a newspaper circulated in Wayne County on December 1, December 8, December 15, December 22, 2010 A.D.


Cindy C. Lawler

Subscribed and sworn before me on this 14th day of November 2012 A.D.


Jennifer Dado

Notary Public Oakland County, Michigan. My commission expires: January 25, 2019 Acting in Oakland County, Michigan.

Attorney: Trott & Trott P.C. - Trott & Trott P.C. (Team X) Wayne
Attorney File #: 346032F01
Notice #: 877312

Team X - Damita C. Johnson

TROTT & TROTT, P.C. Attorneys and Counselors
31440 Northwestern Highway, Suite 200
Farmington Hills, Michigan 48334-2525 THIS
FIRM IS A DEBT COLLECTOR ATTEMPTING TO
COLLECT A DEBT. ANY INFORMATION WE
OBTAIN WILL BE USED FOR THAT PURPOSE.
PLEASE CONTACT OUR OFFICE AT THE
NUMBER BELOW IF YOU ARE IN ACTIVE
MILITARY DUTY. ATTN PURCHASERS: This sale
may be rescinded by the foreclosing mortgagee.
In that event, your damages, if any, shall be limited
solely to the return of the bid amount tendered at
sale, plus interest. MORTGAGE SALE - Default
has been made in the conditions of a mortgage
made by Damita C. Johnson, A Single Woman,
original mortgagor(s), to Mortgage Electronic
Registration Systems, Inc., as nominee for lender
and lender's successors and/or assigns,
Mortgagee, dated May 2, 2008, and recorded on
May 28, 2008 in Liber 47263 on Page 1063, and
assigned by said Mortgagee to BAC Home Loans
Servicing, L.P. as assignee as documented by an
assignment, in Wayne county records, Michigan,
on which mortgage there is claimed to be due at
the date hereof the sum of Eighty-Four Thousand
Five Hundred Thirty and 73/100 Dollars
(\$84,530.73), including interest at 8.5% per
annum. Under the power of sale contained in said
mortgage and the statute in such case made and
provided, notice is hereby given that said mortgage
will be foreclosed by a sale of the mortgaged
premises, or some part of them, at public vendue,
at the place of holding the circuit court within
Wayne County, at 1:00 PM, on December 26,
2010. Said premises are situated in City of Detroit,
Wayne County, Michigan, and are described as:
The North 18 Feet of Lot 91 and the South 22 Feet
of Lot 92, C.W. Hamel's Redford Subdivision, as
Recorded in Liber 57, Page 80 of Plate, Wayne
County Records. The redemption period shall be 6
months from the date of such sale, unless
determined abandoned in accordance with MCLA
600.3241a. In which case the redemption period
shall be 30 days from the date of such sale. Dated:
December 1, 2010 For more information, please
call: FC X (248) 593-1502 Trott & Trott, P.C.
Attorneys For Services 31440 Northwestern
Highway, Suite 200 Farmington Hills, Michigan
48334-2525 File #346032F01 (12-1)(12-22)

EVIDENCE OF SALE

(Affidavit of Posting)

STATE OF MICHIGAN
ss.
COUNTY OF WAYNE

Wendell Byrd being duly sworn, deposes that on the 3rd day
of December, 2010 A.D., he/she posted a notice, a true copy
of which is annexed hereto, in a conspicuous place upon the
premises described in said notice by attaching the same in a
secure manner to the front door.


Wendell Byrd

Subscribed and sworn before me on this 7th day of December
2010 A.D.


Deborah L. Elick

Notary Public Wayne County, Michigan. My commission
expires: November 19, 2013. Acting in Wayne County,
Michigan.

CIRCLE IF Vacant
Multi-Unit Upper Unit Lower Unit
Multi-Addr Unit 1 Unit 2 Unit A Unit B
Condo Mobile/Manufactured Home No Dwelling

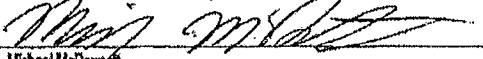
Johnson, Damita
NON-MILITARY AFFIDAVIT
STATE OF MICHIGAN


T&T #346032F01

SS.

COUNTY OF OAKLAND

The undersigned, being first duly sworn, deposes and says that upon investigation she/he is informed and believes that no borrower(s) are currently in active military service of the United States.


Michael McDermott

Signed and sworn to before me in Oakland County, Michigan, on this 30th day of October 2012 by

Michael McDermott

Danielle Plucinski, Notary public
State of Michigan, County of Oakland
My commission expires January 2, 2015
Acting in the County of Oakland

EVIDENCE OF SALE (Affidavit of Auctioneer)
STATE OF MICHIGAN

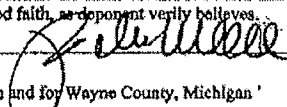
SS.

COUNTY OF WAYNE

Felicia Mack

ORIGINAL
12.9.12

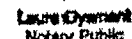
, being duly sworn, deposes and says that she/he is a Deputy Sheriff of said Wayne; that she/he acted as Auctioneer, and made the sale as described in the annexed Deed pursuant to the annexed printed notice: that said sale was opened at 11:00 AM on the 1st day of November, A.D. 2012, at the In Courtroom 1607, Wayne County Circuit Court Tower in the Coleman A. Young Municipal Center in Detroit, Michigan, that being the place of holding the Circuit Court in said Wayne County; that the highest bid for the lands and tenements therein described was One Hundred Three Thousand Five Hundred Ninety-Nine and 09/100 Dollars dollars \$103,592.09 made by Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P.; that said sale was in all respects open and fair; and that she/he did strike off and sell lands and tenements to said bidders, which purchased the said lands and tenements fairly, and in good faith, as deponent verily believes.


Felicia Mack


Deputy Sheriff in and for Wayne County, Michigan

Signed and sworn to before me in Wayne County, Michigan, on this 1st day of November, A.D. 2012

Notary Public, Wayne County, Michigan
My Commission Expires:
Acting in the county of Wayne


Lauren Dymond
Notary Public
Appointed in Macomb County
Acting in Wayne County
Appointment Expires on 11/18/2014

I DO HEREBY CERTIFY that the last day to redeem is May 1, 2013, after which the within Sheriff's Deed will become operative, unless determined abandoned in accordance with MCL 600.3241e, or unless redeemed according to the law, in such case made and provided.


Felicia Mack

Deputy Sheriff in and for Wayne County, Michigan

Prepared By:
Jennifer Lauffear (P71468)
Trott & Trott, P.C.
31440 Northwestern Highway, Suite 200
Farmington Hills, MI 48334-2525
T & T # 346032F01

ATTN REGISTER OF DEEDS: Please send all Redemption notifications and funds collected in your office to Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P. c/o Trott & Trott, P.C., Post-Sale Unit, 31440 Northwestern

AFFIDAVIT OF MCL 600.3205 NOTICE

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS.

NOW COMES Michael McDermott, who, first being sworn, deposes and says:

I am an attorney employed by Trott & Trott, P.C. and am duly authorized to execute this Affidavit on its behalf.

That I have reviewed the business records of Trott & Trott, P.C. and based on my review of those records, a written notice dated October 1, 2010 was served in the manner necessary according to MCL 600.3205a(3);

That said notice includes: (a) the reason for default and the amount due and owing; (b) the contact information for the mortgage holder, the mortgage servicer, or any agent designated by the mortgage holder or mortgage servicer; and (c) a statement of the borrowers' rights, all according to MCL 600.3205a(1);

That said notice includes a list of housing counselors as required by MCL 600.3205a(2); and

That the time for a housing counselor to notify the person designated under MCL 600.3205a(1)(c) of a request by the borrower(s) has expired without a request for a meeting.

FURTHER DEPONENT SAYETH NOT.

Michael McDermott

Attorney for Bank of America, N.A., as successor by merger to
BAC Home Loans Servicing, L.P.
Trott & Trott, P.C.
31440 Northwestern Highway, Suite 200
Farmington Hills, MI 48334-2525

Signed and sworn to before me in Oakland County, Michigan, on 10/30/2012

by Michael McDermott, Attorney for Bank of America, N.A., as successor by merger to BAC
Home Loans Servicing, L.P.

Danielle Pucinski
Danielle Pucinski, Notary public
State of Michigan, County of Oakland
My commission expires January 2, 2015
Acting in the County of Oakland

AFFIDAVIT OF PURCHASER

The Undersigned, being duly sworn, states as follows:

1. I am an employee of Trott & Trott, P.C. and am authorized as counsel to submit this Affidavit Of Purchaser. I have knowledge of the facts stated herein and am competent to testify concerning such facts regarding a foreclosure sale scheduled for November 1, 2012 with respect to certain real property (the "Property") commonly known as 18945 Fielding St.


2. This affidavit may only be recorded and used by Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P. in the event it is the successful purchaser of the property on November 1, 2012. No other purchaser may utilize this affidavit.

3. The last date the Property may be redeemed is May 1, 2013. ANY REDEEMING PARTY SHOULD NOTE THAT THIS DATE MAY CHANGE AS SET FORTH IN SUBSEQUENT AFFIDAVITS OR AS PROVIDED BY APPLICABLE LAW.

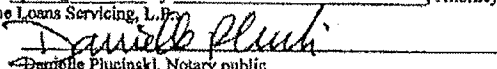
4. The amount necessary to redeem the Property is \$103,599.09 (One Hundred Three Thousand Five Hundred Ninety-Nine and 09/100 Dollars), plus interest at a per diem rate of \$18.45 (Eighteen and 45/100 Dollars) from the date of sale to the date of redemption, plus any additional amounts that may be added pursuant to MCLA §600.3240(4). ANY REDEEMING PARTY SHOULD NOTE THAT THIS AMOUNT MAY INCREASE to include amounts paid by Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P. for taxes, amounts necessary to redeem senior liens, condominium assessments, homeowner association assessments, community association assessments, insurance premiums, or any other amounts as provided by MCLA §600.3240(4), as well as interest thereon at the interest rate specified in the mortgage from the date of payment to the date of redemption.

5. Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P. has designated Trott & Trott, P.C. as its designee responsible to assist an appropriate person redeeming the Property in computing the exact amount required to redeem the Property and to receive redemption funds. If you choose to utilize this assistance, contact Trott & Trott, P.C. at RedemptionFigures@trottlaw.com or by phone at (248) 593-1308. Pursuant to statute, Trott & Trott, P.C. will charge a fee of \$150.00 (One Hundred Fifty And 00/100 Dollars) if you opt to use this assistance.

FURTHER DEPONENT SAYETH NOT.


 Michael McDermott
 Attorney For Bank of America, N.A., as successor by merger to
 BAC Home Loans Servicing, L.P.
 Trott & Trott, P.C.
 31440 Northwestern Highway, Suite 200
 Farmington Hills, MI 48334-2525

Signed and sworn to before me in Oakland County, Michigan, on 10/30/2012 by Michael McDermott, Attorney
 for Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P.


 Danielle Plucinski, Notary public
 State of Michigan, County of Oakland
 My commission expires January 2, 2015
 Acting in the County of Oakland

T&T #346032101 Danna C Johnson, Mortgagor(s).

Exhibit 5

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

DAMITA C. JOHNSON EL BEY, f/k/a
Damita Collette Johnson,

Plaintiff,

Case No. 13-004987-CH

Honorable Maria L. Oxholm

v.

BANK OF AMERICA N.A., d/b/a BAC
Home Loans Servicing, LP; THE BANK OF
NEW YORK MELLON; and MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS, INC.,

Defendants.

NOTICE OF FILING NOTICE OF REMOVAL

TO: Damita C. Johnson El Bey
19845 Fielding
Detroit, MI 48219

Clerk of the Court
Wayne County Circuit Court
CAYMC
Detroit, MI 48226

PLEASE TAKE NOTICE that Defendants Bank of America, N.A. ("BANA"), The Bank of New York Mellon ("BNYM"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), Defendants in the above-entitled cause, have this date filed a Notice of Removal, a copy of which is attached hereto, in the office of the clerk of the United States District Court for the Eastern District of Michigan, Southern Division, at Detroit, Michigan.

Respectfully submitted,

BODMAN PLC

By: /s/ Bridget M. Hathaway
Brian C. Summerfield (P57514)
Bridget M. Hathaway (P76409)
Attorneys for Defendants
1901 St. Antoine Street, 6th Floor at Ford Field
Detroit, Michigan 48226
(313) 393-7594

CERTIFICATE OF SERVICE

I hereby certify that on May 15, 2013, I electronically filed the Notice of Removal and this Certificate of Service with the Court's e-filing system and copies of said documents were served upon the parties of record via the Court's e-file system.

/s/ Bridget M. Hathaway